

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Thursday, October 28, 2021

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. RESOLUTION NO. 216: AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES
3. RESOLUTION NO. 323: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2021 A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY
4. LOCAL LAW NO. "L" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

CURRENT BUSINESS:

5. AMENDING RESOLUTION NO. 312 FOR 2018 REGARDING CONSTRUCTION SERVICES AT SHAKER PLACE REHABILITATION AND NURSING CENTER
6. AUTHORIZING CORRECTIONS OF THE TAX ROLLS FOR THE TOWN OF COLONIE
7. AMENDING THE 2021 WATER PURIFICATION DISTRICT BUDGET: OVERTIME EXPENSES
8. AMENDING THE 2021 WATER PURIFICATION DISTRICT BUDGET: EQUIPMENT REPAIR
9. DESIGNATING THE ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC. AS ALBANY COUNTY'S TOURIST PROMOTION AGENCY TO RECEIVE TOURISM, ADVERTISING, AND PROMOTION GRANTS

10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 1569 NEW SCOTLAND ROAD (TAX MAP NO. 85.5-1-24) IN THE TOWN OF BETHLEHEM

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Thursday, September 30, 2021

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

This proposal was tabled at the request of the Sponsor.

CURRENT BUSINESS:**3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2021 A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY**

This proposal was tabled at the request of the Sponsor.

4. LOCAL LAW NO. "L" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

This Local Law was tabled at the request of the Sponsor.

5. AMENDING RESOLUTION NO. 318 FOR 2020 REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AMENDING THE 2021 ALBANY COUNTY BUDGET: PERFORMANCE MANAGEMENT AND DATA ANALYTICS COORDINATION POSITION

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

7. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 56 JAMES STREET (TAX MAP NO. 20.76-4-12) IN THE VILLAGE OF GREEN ISLAND

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 8. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 29 ARCH STREET (TAX MAP NO. 20.76-4-14) IN THE VILLAGE OF GREEN ISLAND**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 9. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 90 ALEXANDER STREET (TAX MAP NO. 76.64-2-14) IN THE CITY OF ALBANY**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 144 BROAD STREET (TAX MAP NO. 76.73-3-42) IN THE CITY OF ALBANY**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 148 SOUTH HAWK STREET (TAX MAP NO. 76.55-2-55) AND 150 SOUTH HAWK STREET (TAX MAP NO. 76.55-2-56) IN THE CITY OF ALBANY**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 12. AMENDING RESOLUTION NO. 435 FOR 2019 REGARDING THE AUTHORIZATION TO CONVEY A PARCEL OF REAL PROPERTY KNOWN AS VAN WEIS POINT (TAX MAP NO. 110.2-1-3.2) IN THE TOWN OF BETHLEHEM**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 13. AMENDING THE 2021 ALBANY COUNTY BUDGET: TEMP HELP AND OVERTIME**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 14. AMENDING THE 2021 ALBANY COUNTY BUDGET: INSURANCE PREMIUMS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**15. AMENDING RESOLUTION NO. 278 FOR 2021 REGARDING THE
PURCHASE OF A LOW BOY TRAILER AND AMENDING THE 2021
DEPARTMENT OF PUBLIC WORKS BUDGET**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

RESOLUTION NO. 216

AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

Introduced: 6/8/20

By Mr. Commisso:

WHEREAS, The ongoing coronavirus pandemic has greatly impacted the expected revenues for the 2020 Fiscal Year for the County of Albany, which are necessary in order to maintain the functions and services of government that many rely upon, and

WHEREAS, In an effort to reduce the budget deficit facing Albany County, this Honorable Body has proposed to offer a one-time amnesty period to provide taxpayers a brief 90 day period to clear past-due taxes at a lowered interest rate, and

WHEREAS, During the proposed amnesty period, intended to motivate payments, the interest rate on unpaid delinquent taxes will be reduced by half from 1% added per month to .5% added, and

WHEREAS, There is proposed a handling fee of \$100 per property for all properties in which more than \$1,000 is owed in taxes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to implement a one-time amnesty period from August 1, 2020 to October 31, 2020 for the reduction of interest charged on delinquent property taxes, and, be it further

RESOLVED, That the County Attorney is authorized to approve as to form and content agreements and documents necessary for the implementation of the aforementioned amnesty program, and, be it further

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

Referred to Audit and Finance Committee – 6/8/20

RESOLUTION NO. 323

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2021 A
LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING
UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS
IN HOUSING COURTS IN ALBANY COUNTY**

Introduced: 9/13/21

By Mr. Fein:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “L” for 2021, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY” to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, October 26, 2021, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law and Audit and Finance Committees – 9/13/21

LOCAL LAW NO. “L” FOR 2021

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

Introduced: 9/13/21

By: Messrs. Fein and Efekoro

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

SECTION 1. TITLE

This local law shall be known as the “Albany County Right to Counsel Act”

SECTION 2. LEGISLATIVE INTENT

While those facing criminal prosecution have a legal right to an attorney, as determined in the Supreme Court case *Gideon v. Wainwright*, those facing eviction are not guaranteed representation. Right to counsel legislation would address a significant imbalance in representation in housing court. In 2018, in landlord tenant cases in Albany City Court, only 2.4% of defendants had counsel while 85.7% of plaintiffs had counsel.

Rent is a significant burden for many individuals in Albany County. The COVID pandemic has exacerbated already deep problems of housing insecurity and has highlighted the struggles many families face. In the City of Albany, 49% of families of color are rent-burdened and 35% of white families are rent burdened (meaning they spent more than 30% of their income on rent).

Right to counsel would strengthen protections for individuals facing eviction, ensuring that they are adequately represented in court. When someone is at risk of losing their housing, they deserve the full hearing in court which only a lawyer is capable of advocating for.

SECTION 3. DEFINITIONS

- (a) Brief legal assistance. The term “brief legal assistance” means individualized legal assistance provided in a single consultation by a designated organization to a covered individual in connection with a covered proceeding.
- (b) Coordinator. The term “coordinator” means the County Attorney.
- (c) Covered individual. The term “covered individual” means a tenant of a rental dwelling unit located in Albany County, including any tenant in a building operated by any housing authority located in Albany County, who is a respondent in a covered proceeding.

- (d) Covered proceeding. The term “covered proceeding” means any summary proceeding in housing court to evict a covered individual, including a summary proceeding to seek possession for the non-payment of rent or a holdover, or an administrative proceeding of any housing authority located in the Albany County for termination of tenancy.
- (e) Designated organization. The term “designated organization” means a not-for-profit organization or association that has the capacity to provide legal services and is designated by the coordinator pursuant to this chapter.
- (f) Full legal representation. The term “full legal representation” means ongoing legal representation provided by a designated organization to an income-eligible individual and all legal advice, advocacy, and assistance associated with such representation. Full legal representation includes, but is not limited to, the filing of a notice of appearance on behalf of the income-eligible individual in a covered proceeding.
- (g) Housing court. The term “housing court” means the housing part of any city, town, or village court located in Albany County.
- (h) Income-eligible individual. The term “income-eligible individual” means a covered individual whose annual gross household income is not in excess of 200 percent of the federal poverty guidelines as updated periodically in the federal register by the United States department of health and human services pursuant to subsection (2) of section 9902 of title 42 of the United States code.
- (i) Legal services. The term “legal services” means brief legal assistance or full legal representation.

SECTION 4. PROVISION OF LEGAL SERVICES

- (a) Subject to appropriation, the coordinator shall establish a program to provide access to legal services for covered individuals in covered proceedings and shall ensure that, no later than January 1, 2022:
 - a. all covered individuals receive access to brief legal assistance no later than their first scheduled appearance in a covered proceeding, or as soon thereafter as is practicable; and
 - b. all income-eligible individuals receive access to full legal representation no later than their first scheduled appearance in a covered proceeding, or as soon thereafter as is practicable.

- (b) The coordinator shall estimate annually the expenditures required for each year of implementation of the programs described by this section. Beginning October 1, 2022 and no later than each October 1 thereafter, the coordinator shall publish a summary of any changes to such estimates for expenditures.
- (c) The coordinator shall annually review the performance of designated organizations.
- (d) The coordinator shall require each designated organization to identify the geographic areas for which such organization will provide legal services. For each such geographic area, the coordinator shall maintain a list of such organizations that provide such legal services.
- (e) Any legal services performed by a designated organization pursuant to this chapter shall not supplant, replace, or satisfy any obligations or responsibilities of such designated organization pursuant to any other program, agreement, or contract.
- (f) Nothing in this chapter or the administration or application thereof shall be construed to create a private right of action on the part of any person or entity against the city or any agency, official, or employee thereof.

SECTION 5. NOTICE AND OUTREACH

- (a) The Sheriff's Office shall provide notice of a covered individual's right to counsel in all eviction notices.
- (b) The coordinator shall set up a hotline to connect covered individuals with legal services and answer questions.

SECTION 6. PUBLIC HEARING

- (a) Following the establishment of the programs described by Section 4, the coordinator shall hold one public hearing each year to receive recommendations and feedback about such programs.
- (b) Such hearing shall be open to the public, and the coordinator shall provide notice of such hearing, no less than 30 days before such hearing, by:
 - a. posting in the housing court in English, Spanish, and any other languages determined by the coordinator;
 - b. posting in public offices of the Department of Social Services in English, Spanish, and any other languages determined by the coordinator; and

- c. outreach through local media and to each designated organization, local elected officials, the supervising judges of housing courts, and community-based organizations.
- (c) At such hearing, written and oral testimony may be provided.
- (d) The coordinator shall cause a transcript of such hearing to be produced and shall post such transcript online no later than 45 days after the meeting.

SECTION 7. REPORTING

No later than January 1, 2022 and annually by each January 1 thereafter, the coordinator shall submit to the county executive and the chairperson of the county legislature, and post online, a review of the program established pursuant to subdivision a of Section 4 and information regarding its implementation, to the extent such information is available, including, but not limited to:

- (a) the estimated number of covered individuals;
- (b) the number of individuals receiving legal services, disaggregated by the following characteristics of such individuals:
 - a. city, town, or village and postal code of residence;
 - b. age of head of household;
 - c. household size;
 - d. estimated length of tenancy;
 - e. approximate household income;
 - f. receipt of ongoing public assistance at the time such legal services were initiated;
 - g. tenancy in housing operated by any housing authority located in Albany County;
- (c) outcomes immediately following the provision of full legal representation, as applicable and available, including, but not limited to, the number of:
 - a. case dispositions allowing individuals to remain in their residence;
 - b. case dispositions requiring individuals to be displaced from their residence; and
 - c. instances where the attorney was discharged or withdrew.
- (d) non-payment and holdover petitions filed in housing court, warrants of eviction issued in housing court, and residential evictions conducted by county sheriff deputies, disaggregated by city or town.

SECTION 8. RULES

The coordinator may promulgate such rules as may be necessary to carry out the purposes of this local law.

SECTION 9. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or other portion of this law is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

SECTION 10. EFFECTIVE DATE

This local law shall take effect upon filing with the Secretary of State.

Referred to Law and Audit and Finance Committees – 9/13/21



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

June 28, 2021

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

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to amend the Jersen Construction contract to December 31, 2021 which will permit them to complete the outstanding punch list items.

There will be no additional cost to Shaker Place Rehabilitation and Nursing Center, this contract amendment is for a contract extension only.

We thank you for your consideration in approving this extension.

Sincerely,

Larry I. Slatky
Executive Director

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





County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2566, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Jersen Construction Contract Amendment to Extend the Expiration Date

Date: June 28, 2021
Submitted By: Larry I Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I Slatky

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):

Jersen Construction

6 Industry Drive

Waterford, New York 12188

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$69,400,000.00

Scope of Services: Jersen Construction to renovation and newly construct Shaker Place Rehabilitation and Nursing Center as per the architectural plans of Angerame Architects.

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: HNN8

Appropriation Amount: \$69,400,000.00

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 6/1/2018-12/31/2021

Length of Contract: 38 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: 312

Date of Adoption: 7/10/2018

Justification: (state briefly why legislative action is requested)

Jersen Construction is in the process of completing punch list items from our new construction and renovation project. Since some of these items are still outstanding we need to extend the existing contract to 12/31/2021 which will provide them with the time to complete these items and receive payment. There is no additional cost to this contract as we are only changing the expiration date.

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND JERSEN CONSTRUCTION CORP., LLC
FOR GENERAL CONSTRUCTION WORK
ON THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT

PURSUANT TO RES. NO. 312 FOR 2018, ADOPTED JULY 9, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Jersen Construction Corp., LLC, a New York limited liability company, with its principal place of business located at 6 Industry Drive, Waterford, New York 12188 (hereinafter called the "Contractor" and, together with the County, may be referred to herein as the "[p]arties").

WITNESSETH:

WHEREAS, the County has a need for general construction work related to the Albany County Nursing Home Renovation Project (hereinafter called the "NH Renovation Project" or "[P]roject"); and

WHEREAS, the County has issued a request for bids for the aforesaid general construction work, said request having been denominated RFB #2018-033 (hereinafter called the "RFB"), and the RFB having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 9, 2018, and published on March 15, 2018; and

WHEREAS, the Purchasing Division has issued ten (10) addenda to the RFB, the first on March 20, 2018 (hereinafter called the "Addendum #1"), the second on March 21, 2018 (hereinafter called the "Addendum #2"), the third on March 29, 2018 (hereinafter called the "Addendum #3"), the fourth on March 29, 2018 (hereinafter called the "Addendum #4"), the fifth on April 5, 2018 (hereinafter called the "Addendum #5"), the sixth on April 19, 2018 (hereinafter called the "Addendum #6"), the seventh on April 20, 2018 (hereinafter called the "Addendum #7"), the eighth on April 26, 2018 (hereinafter called the "Addendum #8"), the ninth on May 1, 2018 (hereinafter called the "Addendum #9"), and the tenth on May 1, 2018 (hereinafter called the "Addendum #10," and, collectively with Addendum #1 through Addendum #9, may be referred to as the "Addenda" herein); and

WHEREAS, the Contractor has submitted a bid on May 3, 2018 to provide the aforesaid general construction work (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction work as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid general construction work by Resolution No. 312 for 2018, adopted July 9, 2018; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, including the Drawings, Plans and Specifications, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #10; 3) the Addendum #9; 4) the Addendum #8; 5) the Addendum #7; 6) the Addendum #6; 7) the Addendum #5; 8) the Addendum #4; 9) the Addendum #3; 10) the Addendum #2; 11) the Addendum #1; 12) the RFB, including the Drawings, Plans and Specifications; 13) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction work, and meet all of the requirements and provisions, described in the RFB, including, but not limited to, that described in the Project Specifications, consistent with the Addenda, and as requested by the County (hereinafter called the "work"). The work, includes, but is not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work, and, in addition, as requested by the County;

2.1.2 Coordinating with Angerame Architects, P.C., the County's architectural and engineering consultant regarding the scope of services (hereinafter called the "Engineer"), Gilbane Building Company, the County's construction management services consultant regarding the scope of services, and the administration at the Albany County Nursing Home, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of the plans, specifications, terms and conditions, said interpretation being final and binding upon the Contractor;

2.1.4 If the Owner elects to proceed on the basis of a described alternate, making all modifications to the work required in furnishing and installing the selected alternative, at no additional cost to the Owner other than as proposed in the Bid;

2.1.5 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION; and

2.1.6 Following all programs and standards of the United States Department of Health and Human Services, the United States Centers for Medicare and Medicaid Services (CMS) and the New York State Department of Health (DOH), consistent with the registrations the Nursing Home has and maintains.

2.2 In addition to what is described in paragraph 2.1 above, the Contractor shall:

2.2.1 Start work immediately after receipt of a Notice to Proceed;

2.2.2 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely manner;

2.2.3 Limit use of premises to work in areas indicated and not disturb portions of the Project site beyond areas in which the work is indicated;

2.2.4 Maintaining a safe environment for residents, staff and visitors, which shall include, but not be limited to, following the New York State Public Employee Safety and Health (PESH) program and standards, and protecting adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.5 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with Owner and public's day-to-day operations;

2.2.6 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from Owner or the Construction Manager; and

2.2.7 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

- 2.3 As it relates to Project Administration, the parties, including the Engineer, shall use the following, or similar, American Institute of Architects (AIA) documents:

AIA Document G701 – 1992 Change Order;
 AIA Document G702 – 2009 Application and Certificate for Payment –together with- County of Albany Claim Form;
 AIA Document G703 – 1992 Continuation Sheet;
 AIA Document G704 – 1992 Certificate of Substantial Completion;
 AIA Document G706 – 1994 Contractor's Affidavit of Payment of Debts and Claims;
 AIA Document G706A – 1994 Contractor's Affidavit of Release of Liens;
 AIA Document G707 – 1994 Consent of Surety to Final Payment;
 AIA Document G709 – 2001 Work Changes Proposal Request;
 AIA Document G710 - 1992 Architect's Supplemental Instructions;
 AIA Document G714 – 1992 Construction Change Directive; and

- 2.4 The Contractor shall obtain necessary permits from Albany County Department of Code Enforcement, no permit fee required.

- 2.5 The Contractor shall not perform any work beyond that set forth or described in the RFB and Addenda (hereinafter called "extra work") unless it has obtained prior written approval from the Engineer, in accordance with the procedure described in Article 28, below.

- 2.6 The Contractor warrants the labor and materials it provides in accordance with that described in the RFB, consistent with the conditions stated therein or stated in the Addenda, and shall provide the manufacturers' warranties described in the RFB. The warranty period begins to run from the date of substantial completion, as determined by the County.

- 2.7 The quality of service the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the responsibility for following all Drawings and Plans, meeting all Project Specifications or performing the work in a safe manner.

- 2.8 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), as full compensation for all labor, materials, equipment, supplies and services rendered under this Agreement, said dollar amount being equal to the Lump Sum Base Bid in the amount of SIXTY FIVE MILLION NINE HUNDRED THOUSAND AND 00/100

DOLLARS (\$65,900,000.00), plus a contingency allowance in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00).

3.2 The parties agree that the compensation dollar amounts described in Paragraph 3.1 shall be adjusted to reflect any and all alternate work that the County selects, and the Contractor performs, and that said adjustments shall be based on the deduct alternate amounts contained in the Bid.

3.3 The dollar amounts and pricing contained in the Bid, including the unit prices, shall remain in effect for the term of the Agreement, including any extensions.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission to the Construction Manager of all properly executed forms, including an Albany County Claim Form, plus all supporting documentation required by the RFB or Addenda, subject to the Engineer's and Construction Manager's review and approval. Supporting documentation shall include, but not be limited to, the following: invoices which are broken down by schedule of values and allocated to the appropriate bond.

4.2 Upon approval by the County, and in accordance with the provisions of this Article, the County shall promptly pay Claim Forms/Applications for Payment less an amount necessary to satisfy any claims, liens or judgments against Contractor that have not been suitably discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

4.3 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project and which previously have been approved by the County for such payment.

4.4 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, remains in noncompliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue in effect through completion of the work as determined by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the 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 work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall inform the Construction Manager, the Engineer and the County of all subcontractors it intends to use on the Project. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

12.2 The Contractor shall defend, indemnify and save harmless Gilbane Building Company, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to 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.

ARTICLE 14. APPLICABLE LAW; DISPUTE RESOLUTION

14.1 The laws of the State of New York shall govern this Agreement. The designated venue is Supreme Court, Albany County, New York.

14.2 The parties agree that the Engineer has unlimited discretion to decide any and all questions related to the work required to be provided by the Contractor under this Agreement, and payments required to be made to the Contractor by the County for said work, and that the Engineer's decision shall be binding on all parties.

14.3 The parties also agree that the County has unlimited discretion to determine any and all questions related to additional compensation for extra work as decided by the Engineer, and that the County's determination shall be binding on all parties.

14.3 The parties further agree that judicial review of any decision by the Engineer regarding work or payments, or any determination by the County regarding additional compensation, is limited to the commencement of a lawsuit within 21 days of the Engineer's decision, filed in Supreme Court, Albany County, New York, and subject to the procedures and laws applicable in that court.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE; BONDS

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County and Gilbane Building Company each as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver

and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County with a performance bond and a payment bond, each in the amount of SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), prior to commencing any work described in this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a].

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

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

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, 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 Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007, and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and understands that any non-compliance by the County will not diminish, eliminate or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

ARTICLE 26. APPRENTICESHIP TRAINING REQUIREMENTS

26.1 Due to its prime contractor role on the Project, an Albany County construction project totaling more than \$250,000, Albany County Res. No. 70 for February 10, 2003 and Res. No. 251-a for September 12, 2011 (hereinafter called the "Apprenticeship Resolutions") required the Contractor to provide, at the time of submitting the Bid, documentation of its participation in an apprenticeship training program(s) approved by the NYS Department of Labor for all work it intends to self-perform. The parties agree that the Contractor provided said apprenticeship documentation regarding work the Contractor intends to self-perform.

26.2 In addition to the apprenticeship requirements for prime contractors, because the Apprenticeship Resolutions would also require all subcontractors, if any, the Contractor uses on the Project to have apprenticeship training programs approved by the NYS Department of Labor, in the event the Contractor uses one or more subcontractors to perform work on the Sixth Floor Renovation Project, the Contractor shall only use subcontractors that have apprenticeship training programs approved by the NYS Department of Labor (hereinafter called the "apprenticeship subcontractors").

26.3 Any failure by the Contractor to uphold the apprenticeship training requirements required by the Apprenticeship Resolutions, including, but not limited to, using subcontractors to perform work on the Project who do not have apprenticeship training programs approved by the NYS Department of Labor, shall constitute a default under this Agreement and shall result in the County finding the Contractor to be a non-responsible contractor for purposes of future bidding under N.Y. General Municipal Law.

ARTICLE 27. NO DAMAGES FOR DELAY

27.1 Time is of the essence with this Agreement. The Contractor shall meet all completion dates for the Project, as set by the County and/or Gilbane Building Company.

27.2 The County shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the work, the amount of which shall be subject to the Dispute Resolution procedure described in Article 14, above. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the County or any consultant engineer, including scheduling and coordination of the work; the preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, by the County or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor

agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE COUNTY BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 28. EXTRA WORK

28.1 If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County, in writing, of that opinion. Such notice shall be given prior to performing such work that allegedly entitles the Contractor to additional compensation and no later than seven (7) days from when the Contractor knew or should have known of its claim for additional compensation. This notice is in addition to any other notice required under the Contract Documents. In the event that such written notice is not timely given by the Contractor, the Contractor shall not be entitled to any additional compensation for such work.

28.2 The Engineer, after consultation with the Construction Manager, shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the Engineer decides such work does constitute extra work, the County shall provide additional compensation to the Contractor on a negotiated basis, as determined by the County. Any decision by the Engineer regarding extra work, and any determination by the County regarding additional compensation, shall be binding on the parties.

28.3 The parties agree that any disputes regarding claims for extra work and/or additional compensation for extra work, shall be resolved solely by the Dispute Resolution procedure described in Article 14, above.

ARTICLE 29. SUBCONTRACTORS

Any subcontractor of the Contractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 30. MISCELLANEOUS PROVISIONS

30.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), the Project Labor Agreement (per its Letter of Assent) and all other policies and procedures contained in the RFB.

30.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor

shall give the County thirty (30) days written notice in advance of such event.

30.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

30.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

30.5 The County shall bear no responsibility other than that set forth in this Agreement.

30.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

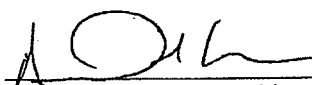
COUNTY OF ALBANY

DATED: 7/31/17

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

JERSEN CONSTRUCTION CORP., LLC

DATED: 7/30/18

BY: 
 Name: DAVID A MINCEAU
Sr Project Manager
 Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 31st day of July, 2018, before me, the undersigned, personally appeared Philip Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



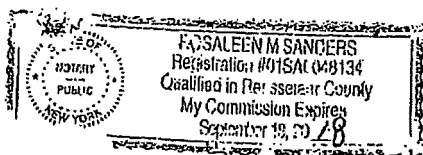
NOTARY PUBLIC
BERNIA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2020

STATE OF NEW YORK)
COUNTY OF July) SS.:

On the 30 day of July, 2018, before me, the undersigned, personally appeared David A. Muneau personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC



SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies 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.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:
 - i. Commercial General Liability:
 - \$4,000,000 General Aggregate Limit (other than products-completed operations);
 - \$4,000,000 Products-Completed Operations Aggregate Limit;
 - \$2,000,000 Personal and Advertising Liability;
 - \$2,000,000 Each Occurrence Limit;
 - \$1,000,000 Fire Legal Liability;
 - \$ 10,000 Medical Expense Limit (each person);
 - \$1,000,000 Employee Benefit Liability;
 - ii. Excess Umbrella Liability:
 - \$5,000,000 Per Occurrence;
 - \$5,000,000 Annual Aggregate.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the N.Y. Disability Benefits Law (DBL).



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) JERSEN CONSTRUCTION GROUP, LLC 6 INDUSTRY DRIVE WATERFORD, NY 12188 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 5182330600 1c. Federal Employer Identification Number of Insured or Social Security Number 26-1479465
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ALBANY COUNTY OFFICE BUILDING 112 STATE STREET ALBANY, NY 12207-2021	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of Entity Listed in Box "1a" R14841-000 3c. Policy effective period 1/1/2016 to 7/29/2019

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 7/30/2018

By

[Signature]
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (212) 355-4141

Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COMMERCIAL EXCESS LIABILITY
CXE NY 11 30 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s):

As required by written contract & provided by the "Controlling Underlying Insurance".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I - Coverages.**
- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**
- This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.
- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III - Conditions** is deleted and replaced by the following:
- Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.
- When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.
- When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

COMMERCIAL EXCESS LIABILITY
CXE NY 11 30 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**
- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**
- This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.
- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III – Conditions** is deleted and replaced by the following:
- Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.
- When this insurance is excess, we will have no duty to defend the Insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.
- When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

COMMERCIAL EXCESS LIABILITY
CXE NY 11 30 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**

- B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

- C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III – Conditions** is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2017 forms a part of

policy No. CA 454-47-50 issued to JERSEN CONSTRUCTION GROUP, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT -
NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

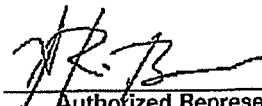
SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided through this endorsement will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 32 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
AS REQUIRED PER WRITTEN CONTRACT.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the

failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
**ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING
ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO
YOU, RELATING TO PREMISES.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- The most we will pay on behalf of the

additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$5 ,000,000 Each Occurrence Limit \$5 ,000,000 Aggregate Limit	
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EXCESS LIABILITY COVERAGE FORM, XS101, is amended as follows:

A. SECTION II - LIMITS OF INSURANCE is amended to add the following:

6. For the purposes of this endorsement only, the **Limits of Insurance** stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION II - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract or agreement on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "loss" on any "insured's" behalf from any claim or suit.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION III - CONDITIONS is amended as follows:

1. Condition 9. **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

14. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or suit, including a demand for defense and indemnity, to any other insurer who had coverage for the claim or suit under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

9. "Non-contributory additional insured" means any person or organization being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract or agreement between an additional insured and you provided:
 - a. The written contract or agreement is executed before the incident resulting in injury or damage for which cover-

age is being sought under this endorsement; and

- b. The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

- 10. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured "loss" on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Jersen Construction Group LLC 6 Industry Drive Waterford, NY 12188 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (518) 233-0600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 48-951481 1d. Federal Employer Identification Number of Insured or Social Security Number 26-1479465
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany Albany County Office Building 112 State Street Albany, NY 12207-2021	3a. Name of Insurance Carrier New Hampshire Insurance 3b. Policy Number of Entity Listed in Box "1a" WC 22298371 3c. Policy effective period 9/1/2017 to 9/1/2018 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the Insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Laurie A. Teller, AAI
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: *Laurie Teller* 7/30/18
(Signature) (Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 312

AUTHORIZING AN AGREEMENT WITH JERSEN CONSTRUCTION GROUP, LLC REGARDING THE RENOVATION PROJECT AT THE ALBANY COUNTY NURSING HOME

Introduced: 7/9/18

By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to enter into an agreement with Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed \$69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, and

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Department issued RFP 2018-033 for the project, and four bids were received, and

WHEREAS, After a review of the bids the Department has recommended awarding the contract to Jersen Construction Group, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed \$69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, 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.

The following voted in favor of the Resolution: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Ms. Plotsky, Messrs. Reinhardt, Signoracci, Simpson, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham -

36

Those opposed: Mr. Dawson- 1

Resolution was adopted. - 7/9/18

State of New York
County of Albany

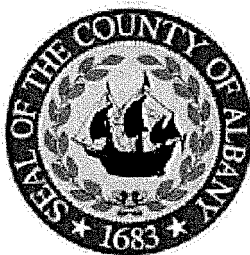
This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of July, 2018, 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 10th day of July, 2018.

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

Clerk, Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

October 1, 2021

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

Re: RP-556 Application for Refund of Real Property Taxes
Saint-Gobain Abrasives, Inc
1 Crabapple Lane, Colonie, NY – 32.7-1-1.11
54 Crabapple Lane, Colonie, NY – 32.2-2-43
62 Crabapple Lane, Colonie, NY – 32.2-2-44
1 C Crabapple Lane, Colonie, NY – 20.4-5-3.1
2 Canal St, Colonie, NY – 32.8-4-10

Dear Chairman Joyce,

At the request of representatives from Saint-Gobain Abrasives, the Town of Colonie conducted a review of the sewer benefits assessments in 2019-2021 for five properties owned by Saint-Gobain Abrasives. Errors were discovered on the 2018-2020 assessment rolls and the associated 2019, 2020, & 2021 municipal tax bills. Over the three year period the Town of Colonie erroneously overcharged Saint-Gobain Abrasives \$2,619.53.

Due to an clerical error, as defined under NYS RPTL §550(2)(e), the incorrect sewer benefits assessment units were used in determining the tax bill. Real Property Tax Law §550(2)(e) provides for the correction of clerical errors made on the tax roll. I recommend that the Albany County Legislature approve the correction to the tax roll and authorize the refund of \$2,619.53.

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2792, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to correct erroneous tax bills for the Town of Colonie

Date: 10/1/2021
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

Purpose of Request:

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

Authorization to correct erroneous tax bills for the Town of Colonie

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)

At the request of representatives from Saint-Gobain Abrasives, the Town of Colonie conducted a review of the sewer benefits assessments in 2019-2021 for five properties owned by Saint-Gobain Abrasives. Errors were discovered on the 2018-2020 assessment rolls and the associated 2019, 2020, & 2021 municipal tax bills. Over the three year period the Town of Colonie erroneously overcharged Saint-Gobain Abrasives \$2,619.53.

Due to an clerical error, as defined under NYS RPTL §550(2)(e), the incorrect sewer benefits assessment units were used in determining the tax bill. Real Property Tax Law §550(2)(e) provides for the correction of clerical errors made on the tax roll. I recommend that the Albany County Legislature approve the correction to the tax roll and authorize the refund of \$2,619.53.



**NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-556 (1/06)

**APPLICATION FOR REFUND AND CREDIT OF REAL PROPERTY TAXES
FOR THE YEAR(S) 2019 - 2021**

Part 1: To be completed in duplicate by Applicant. For refund or credit of real property tax, submit both copies to County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer), or in a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees. The application must be submitted within three years of the annexation of the warrant for the collection of such tax. For an "unlawful entry" as defined in Sec. 550(7)(a) of the Real Property Tax Law, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll. (See definitions on reverse side).

Saint-Gobain Abrasives, Inc.

Day (518) 266-2387

Evening ()

Attn: Jessica Noble, Plant Controller

2. Telephone Number

2600 10th Ave, Watervliet, NY 12189

See addresses and SBLs below

1b. Mailing Address

3. Parcel Location (if different than 1b.)

Jessica.L.Noble@saint-gobain.com

1C Crabapple Lane (SBL 20.4-5-3.1), 54 Crabapple Lane (SBL 32.2-2-43), 62 Crabapple Lane (SBL 32.2-2-44),
1 Crabapple Lane (SBL 32.7-1-1.11), and 2 Canal Street (SBL 32.8-4-10)

4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. N/A
(as appears on tax bill)

6a. Amount of taxes paid or payable Varies

6b. Date of payment (if paid) Varies

2019 -

7. I hereby request a refund or credit of real property taxes levied for the year(s) 2021 by Town of Colonie *

for the following reasons (use additional sheets if necessary):

(Tax levying body)

Assessments did not reflect the benefit due for properties. See attached memorandum dated 9/29/2021.

* Insert name of village, county, city, school district; town in Westchester County

9-30-21

Date

Jessica Noble
Signature of Applicant

PART II: For use by COUNTY DIRECTOR, VILLAGE ASSESSOR: Attach written report including documentation and recommendation (Include type of error as defined in Sec. 550)

Date application received: 9/3/2021

Date warrant annexed: 1/1/2012, 1/1/2020, 1/1/2021

Last day for collection of taxes without interest: 1/31/2012, 1/31/2020, 1/31/2021

Recommendation:

☒ Approve application*

☐ Deny Application

10/1/2021

Date

Signature of Official

* ☐ If box is checked, this copy is for assessor and board of assessment review of city/town/village of _____ which are to consider attached report and recommendation as equivalent of petitions filed pursuant to section 553.

PART III: For use by TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION _____:
(Insert Number or Date)

APPLICATION APPROVED (Check reason)

☒ Clerical error

☐ Unlawful entry

☐ Error in essential fact

Amount of taxes paid: \$ 232,390.80

Amount of taxes due: \$ 229,771.27

Amount of refund or outstanding tax to be credited: \$ 2,619.53

APPLICATION DENIED Reason: _____

Date

Signature of Chief Executive Officer
or Official Designated by Resolution



Paula A. Mahan
Town Supervisor

TOWN OF COLONIE
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PURE WATERS
347 Old Niskayuna Road
Latham, New York 12110

Telephone: (518) 783-2766
Fax: (518) 783-2883

Website: www.colonie.org/departments/purewaters

Chretien T. Voerg, P.E.
Superintendent

MEMORANDUM

TO: Ron Monfils, Sole Assessor
Assessor's Office

FROM: Chretien T. Voerg, P.E. *CV*

DATE: September 29, 2021

SUBJECT: 2019-2021 General Tax Bill Sewer Assessments
Properties Owned by Saint-Gobain Abrasives, Inc.
Multiple Addresses

At the request of representatives from Saint-Gobain Abrasives, we investigated sewer benefit assessments in the 2019-2021 General Tax Bills for the following properties owned by the company: 1C Crabapple Lane (SBL 20.4-5-3.1), 54 Crabapple Lane (SBL 32.2-2-43), 62 Crabapple Lane (SBL 32.2-2-44), 1 Crabapple Lane (SBL 32.7-1-1.11), and 2 Canal Street (SBL 32.8-4-10).

We found that the 2018-2020 Benefit Assessment Rolls values did not reflect the benefit due for the properties as presented below.

1C Crabapple Lane (SBL 20.4-5-3.1)

This 24.3 acre parcel is currently vacant with the exception of a single structure with no sanitary facilities (as per St. Gobain staff). The property is currently being assessed 98 SW004 units as if there were no possible sewer access for development. However, a sanitary sewer main runs within an easement on the property along the southwestern property line. The area within 150 feet of the existing sewer should be assessed for sewer access. The remainder should be assessed for no sewer service.

54 Crabapple Lane (SBL 32.2-2-43)

This 1.4 acre parcel is currently a vacant parcel used for parking. There are no structures or sanitary facilities. It is assessed for full sewer access. However, the parcel has only partial sewer access and is only partially improved (parking). The area within 150 feet of the existing sewer should be assessed for sewer access, but the remaining should not.

Ron Monfils
 Saint-Gobain Abrasives, Inc.
 September 29, 2021
 Page 2

62 Crabapple Lane (SBL 32.2-2-44)

This 0.83 acre parcel is currently vacant, unimproved land. It is assessed for full sewer access; however, the nearest property line is greater than 100 feet from the public sewer and the entire parcel is more than 150 feet from the closest sewer. This property should be assessed for no access to the public sewer.

1 Crabapple Lane (SBL 32.7-1-1.11)

This 13.5 acre parcel is the main operating plant for St. Gobain. The parcel is assessed for partial sewer access and partial lack of access. However, the entire parcel is developed and should be assessed for full access to the public sewer. In addition, it was recently discovered that water use data were in error resulting in bills that did not reflect the benefits received.

2 Canal Street (SBL 32.8-4-10)

This 0.03 acre parcel is vacant. This parcel is not assessed in any manner for sanitary sewer, but has full access to the public sewer system.

Based upon our investigation, we suggest the following corrections to the General Tax Bills for these properties:

Saint-Gobain Abrasives, Inc. – 1C Crabapple Lane (SBL 20.4-5-3.1):

2019 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	22.00	\$20.702917	\$455.46
SW004	Sewer d debt payment	76.00	\$0.100000	\$7.60
SW006	Sewer oper & maint	0.00	\$57.619079	\$0.00
SW008	Sewer a debt payment	0.00	\$20.702917	\$0.00
Total Sewer Assessment				\$463.06

2020 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	22.00	\$21.865019	\$481.03
SW004	Sewer d debt payment	76.00	\$0.100000	\$7.60
SW006	Sewer oper & maint	0.00	\$59.354565	\$0.00
SW008	Sewer a debt payment	0.00	\$21.865019	\$0.00
Total Sewer Assessment				\$488.63

Ron Monfils
 Saint-Gobain Abrasives, Inc.
 September 29, 2021
 Page 3

Saint-Gobain Abrasives, Inc. – 1C Crabapple Lane (SBL 20.4-5-3.1) - Continued:

2021 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	22.00	\$22.671468	\$498.77
SW004	Sewer d debt payment	76.00	\$0.100000	\$7.60
SW006	Sewer oper & maint	0.00	\$61.844590	\$0.00
SW008	Sewer a debt payment	0.00	\$22.671468	\$0.00
Total Sewer Assessment				\$506.37

Saint-Gobain Abrasives, Inc. – 54 Crabapple Lane (SBL 32.2-2-43):

2019 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$20.702917	\$41.41
SW004	Sewer d debt payment	4.00	\$0.100000	\$0.40
SW006	Sewer oper & maint	0.00	\$57.619079	\$0.00
SW008	Sewer a debt payment	0.00	\$20.702917	\$0.00
Total Sewer Assessment				\$41.81

2020 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$21.865019	\$43.73
SW004	Sewer d debt payment	4.00	\$0.100000	\$0.40
SW006	Sewer oper & maint	0.00	\$59.354565	\$0.00
SW008	Sewer a debt payment	0.00	\$21.865019	\$0.00
Total Sewer Assessment				\$44.13

2021 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$22.671468	\$45.34
SW004	Sewer d debt payment	4.00	\$0.100000	\$0.40
SW006	Sewer oper & maint	0.00	\$61.844590	\$0.00
SW008	Sewer a debt payment	0.00	\$22.671468	\$0.00
Total Sewer Assessment				\$45.74

Ron Monfils
 Saint-Gobain Abrasives, Inc.
 September 29, 2021
 Page 4

Saint-Gobain Abrasives, Inc. – 62 Crabapple Lane (SBL 32.2-2-44):

2019 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	0.00	\$20.702917	\$0.00
SW004	Sewer d debt payment	3.00	\$0.100000	\$0.30
SW006	Sewer oper & maint	0.00	\$57.619079	\$0.00
SW008	Sewer a debt payment	0.00	\$20.702917	\$0.00
Total Sewer Assessment				\$0.30

2020 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	0.00	\$21.865019	\$43.73
SW004	Sewer d debt payment	3.00	\$0.100000	\$0.30
SW006	Sewer oper & maint	0.00	\$59.354565	\$0.00
SW008	Sewer a debt payment	0.00	\$21.865019	\$0.00
Total Sewer Assessment				\$0.30

2021 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	0.00	\$22.671468	\$45.34
SW004	Sewer d debt payment	3.00	\$0.100000	\$0.30
SW006	Sewer oper & maint	0.00	\$61.844590	\$0.00
SW008	Sewer a debt payment	0.00	\$22.671468	\$0.00
Total Sewer Assessment				\$0.30

Saint-Gobain Abrasives, Inc. – 1 Crabapple Lane (SBL 32.7-1-1.11):

2019 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	54.00	\$20.702917	\$1,117.96
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	332.00	\$57.619079	\$19,129.53
SW008	Sewer a debt payment	332.00	\$20.702917	\$6,873.37
Total Sewer Assessment				\$27,120.86

Ron Monfils
 Saint-Gobain Abrasives, Inc.
 September 29, 2021
 Page 5

Saint-Gobain Abrasives, Inc. – 1 Crabapple Lane (SBL 32.7-1-1.11) - Continued:

2020 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	54.00	\$21.865019	\$1,180.71
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	815.00	\$59.354565	\$48,373.97
SW008	Sewer a debt payment	815.00	\$21.865019	\$17,819.99
Total Sewer Assessment				\$67,374.67

2021 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	54.00	\$22.671468	\$1,224.26
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	286.00	\$61.844590	\$17,687.55
SW008	Sewer a debt payment	286.00	\$22.671468	\$6,484.04
Total Sewer Assessment				\$25,395.85

Saint-Gobain Abrasives, Inc. – 2 Canal Street (SBL 32.8-4-10):

2019 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$20.702917	\$41.41
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	0.00	\$57.619079	\$0.00
SW008	Sewer a debt payment	0.00	\$20.702917	\$0.00
Total Sewer Assessment				\$41.41

2020 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$21.865019	\$43.73
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	0.00	\$59.354565	\$0.00
SW008	Sewer a debt payment	0.00	\$21.865019	\$0.00
Total Sewer Assessment				\$43.73

Ron Monfils
 Saint-Gobain Abrasives, Inc.
 September 29, 2021
 Page 6

Saint-Gobain Abrasives, Inc. – 2 Canal Street (SBL 32.8-4-10) - Continued:

2021 General Tax Bill

Levy Code	Levy Description	Taxable Value	Tax Rate	Tax Amount
SW001	Sewer a land	2.00	\$22.671468	\$45.34
SW004	Sewer d debt payment	0.00	\$0.100000	\$0.00
SW006	Sewer oper & maint	0.00	\$61.844590	\$0.00
SW008	Sewer a debt payment	0.00	\$22.671468	\$0.00
Total Sewer Assessment				\$45.34

Due to the complexities of these changes spanning multiple properties and multiple tax years, I have summarized the difference between the sewer benefit assessment paid and the sewer benefit assessment actually due for each parcel by year as follows:

		Difference Between Paid and Actually Due*		
SBL	Lot No. Street	2019	2020	2021
20.4-5-3.1	1C Crabapple Ln	\$453.26	\$478.83	\$496.57
32.2-2-43	54 Crabapple Ln	\$(41.01)	\$(43.33)	\$(44.94)
32.2-2-44	62 Crabapple Ln	\$(41.11)	\$(43.43)	\$(43.43)
32.7-1-1.11	1 Crabapple Ln	\$321.36	\$(379.34)	\$(3,863.44)
32.8-4-10	2 Canal St	\$41.41	\$43.73	\$45.34

Subtotal	\$733.92	\$56.46	\$(3,409.90)
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Grand Total	\$(2,619.53)
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*Positive is owed to the Town by Saint-Gobain. Negative is owed to Saint-Gobain by the Town.

Based upon our evaluation, we recommend a grand total refund to Saint-Gobain Abrasives, Inc. in the amount of \$2,619.53 across General Tax Bill years 2019-2021 which incorporates the five parcels described above.

Please contact me if you have any questions regarding our recommendation.

cc: Ms. Jessica Noble
 File 2516
 Benefit Assessment File, 2018 Roll, Corrections
 Benefit Assessment File, 2019 Roll, Corrections
 Benefit Assessment File, 2020 Roll, Corrections
 Memo Register

TOWN OF COLONIE - TOWN & COUNTY 2021

FISCAL YEAR: 1/1/2021 to 12/31/2021	WARRANT DATE: 12/31/2020	STATE AID: CNTY \$96,037,904 TWN \$3,849,814	
MAKE CHECKS PAYABLE TO:	BANK	BILL 10566	TAX MAP NUMBER 012689 20.4-5-3.1
TO PAY IN PERSON: Memorial Town Hall 534 New Loudon Rd. Latham, NY 12110 Mon. - Fri. 8:30 am - 4:30 pm		PROPERTY INFORMATION: ACCOUNT#: _____ DIMENSION: 24.30 Acres ROLL SECTION: 1 CLASS: 331 - Com vac w/im LOCATION: 1C Crabapple Ln MUNICIPALITY: Town of Colonie SCHOOL: 012605 North Colonie FULL MARKET VALUE: 49,200 UNIFORM % OF VALUE: 61.00 LAND ASSESSMENT: 29,000 TOTAL ASSESSMENT: 30,000	
PROPERTY OWNER: Saint-Gobain Abrasives Inc 2600 10th Ave Watervliet, NY 12189		EXEMPTION VALUE FULL VALUE TAX PURPOSE	

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	34,950,765	3.2	30,000.00	5.70467600	171.14
COLONIE TOWN TAX	24,976,879	2.7	30,000.00	4.05977100	121.79
MAPLEWOOD FIRE PROT.	361,758	0.7	30,000.00	1.76488900	52.95
MAPLEWOOD REFUSE	47,250	12.5	30,000.00	1.22642100	36.79
SEWER D DEBT PAYMENT	0	0.0	98.00	0.10000000	9.80
MAPLEWOOD WATER DIST	22,000	19.6	30,000.00	0.63012900	18.90

RECEIPT:

Received: 01/26/2021

Full Tax Payment	Multi-Bill	Receipt #: 26883	via Mail from: Ryan Tax Compliance Services
Tax Amount	\$411.37	Check # 00002745	\$66,346.74

Payment spans multiple bills

Total Paid: \$411.37

PAID IN FULL

Town of Colonie
General Tax Bills - 2019
T a x B i l l R e c e i p t

Tax Map No. 012689 20.4-5-3.1 Location 1C Crabapple Ln Dimensions 0.00 by 0.00 24.30 Acres	School Dist 012605 North Colonie Prop Class 331 Addl Desc N-62 Elm St E-D&h Rr
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 010530 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 30,000

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	30,000	5.536772	166.10
Town of Colonie Tax	30,000	3.906937	117.21
Maplewood fire prot.	30,000TO	1.781681	53.45
Maplewood refuse	30,000TO	0.893626	26.81
Sewer d debt payment	98.00UN	0.100000	9.80
Maplewood water dist	30,000TO	0.429985	12.90

<<< This is not a Tax Bill >>>	Tax Amount Due: \$386.27
--------------------------------	-------------------------------

Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/22/2019	\$386.27	\$0.00	\$0.00	\$386.27

TOWN OF COLONIE - TOWN & COUNTY 2021

FISCAL YEAR: 1/1/2021 to 12/31/2021	WARRANT DATE: 12/31/2020	STATE AID: CNTY \$96,037,904 TWN \$3,849,814		
MAKE CHECKS PAYABLE TO:		BANK	BILL 10581	TAX MAP NUMBER 012689 32.2-2-43
TO PAY IN PERSON: Memorial Town Hall 534 New Loudon Rd. Latham, NY 12110 Mon. - Fri. 8:30 am - 4:30 pm		PROPERTY INFORMATION: ACCOUNT#: _____ DIMENSION: 1.40 Acres ROLL SECTION: 1 CLASS: 330 - VACANT COMM LOCATION: 54 Crabapple Ln MUNICIPALITY: Town of Colonie SCHOOL: 012605 North Colonie FULL MARKET VALUE: 57,400 UNIFORM % OF VALUE: 61.00 LAND ASSESSMENT: 35,000 TOTAL ASSESSMENT: 35,000		
PROPERTY OWNER: Saint-Gobain Abrasives Inc 2600 10th Ave Watervliet, NY 12189		EXEMPTION: _____ VALUE: _____ FULL VALUE: _____ TAX PURPOSE: _____		

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	34,950,765	3.2	35,000.00	5.70467600	199.66
COLONIE TOWN TAX	24,976,879	2.7	35,000.00	4.05977100	142.09
MAPLEWOOD FIRE PROT.	361,758	0.7	35,000.00	1.76488900	61.77
SEWER A LAND PAYMENT	0	0.0	4.00	22.67146800	90.69
LATHAM WATER DIST	1,553,814	0.0	35,000.00	0.29145300	10.20

RECEIPT:

Received: 01/26/2021

Full Tax Payment	Multi-Bill	Receipt #: 26883	via Mail from: Ryan Tax Compliance Services
Tax Amount	\$504.41	Check # 00002745	\$66,346.74
Payment spans multiple bills			
Total Paid:	\$504.41		

PAID IN FULL

Town of Colonie
General Tax Bills - 2020
T a x B i l l R e c e i p t

Tax Map No. 012689 32.2-2-43 <u>Location</u> 54 Crabapple Ln <u>Dimensions</u> 0.00 by 0.00 1.40 Acres	School Dist 012605 North Colonie Prop Class 330 Vacant Commercial Land Addl Desc
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 010562 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 35,000

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	35,000	5.577554	195.21
Town of Colonie Tax	35,000	3.990239	139.66
Maplewood fire prot. FD002	35,000TO	1.774221	62.10
Sewer a land payment SW001	4.00UN	21.865019	87.46
Latham water dist WD001	35,000TO	0.294556	10.31

<<< This is not a Tax Bill >>>	Tax Amount Due: \$494.74
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/31/2020	\$494.74	\$0.00	\$0.00	\$494.74

Town of Colonie
General Tax Bills - 2019
T a x B i l l R e c e i p t

Tax Map No. 012689 32.2-2-43 Location 54 Crabapple Ln Dimensions 0.00 by 0.00 1.40 Acres	School Dist 012605 North Colonie Prop Class 330 Vacant Commercial Land Addl Desc
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 010544 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 35,000

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	35,000	5.536772	193.79
Town of Colonie Tax	35,000	3.906937	136.74
Maplewood fire prot.	35,000TO	1.781681	62.36
Sewer a land payment	4.00UN	20.702917	82.81
Latham water dist	35,000TO	0.297359	10.41

<<< This is not a Tax Bill >>>	Tax Amount Due: \$486.11
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/22/2019	\$486.11	\$0.00	\$0.00	\$486.11

TOWN OF COLONIE - TOWN & COUNTY 2021

FISCAL YEAR: 1/1/2021 to 12/31/2021	WARRANT DATE: 12/31/2020	STATE AID: CNTY \$96,037,904 TWN \$3,849,814	
MAKE CHECKS PAYABLE TO:	BANK	BILL 10582	TAX MAP NUMBER 012689 32.2-2-44
TO PAY IN PERSON: Memorial Town Hall 534 New Loudon Rd. Latham, NY 12110 Mon. - Fri. 8:30 am - 4:30 pm		PROPERTY INFORMATION: ACCOUNT#: _____ DIMENSION: 0.83 Acres ROLL SECTION: 1 CLASS: 330 - VACANT COMM LOCATION: 62 Crabapple Ln MUNICIPALITY: Town of Colonie SCHOOL: 012605 North Colonie FULL MARKET VALUE: 34,000 UNIFORM % OF VALUE: 61.00 LAND ASSESSMENT: 20,750 TOTAL ASSESSMENT: 20,750	
PROPERTY OWNER: Saint-Gobain Abrasives Inc 2600 10th Ave Watervliet, NY 12189		EXEMPTION VALUE FULL VALUE TAX PURPOSE	

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	34,950,765	3.2	20,750.00	5.70467600	118.37
COLONIE TOWN TAX	24,976,879	2.7	20,750.00	4.05977100	84.24
MAPLEWOOD FIRE PROT.	361,758	0.7	20,750.00	1.76488900	36.62
SEWER A LAND PAYMENT	0	0.0	2.00	22.67146800	45.34
LATHAM WATER DIST	1,553,814	0.0	20,750.00	0.29145300	6.05

RECEIPT:

Received: 01/26/2021

Full Tax Payment	Multi-Bill	Receipt #: 26883	via Mail from: Ryan Tax Compliance Services
Tax Amount	\$290.62	Check # 00002745	\$66,346.74
Payment spans multiple bills			
Total Paid:	\$290.62		

PAID IN FULL

Town of Colonie
General Tax Bills - 2020
T a x B i l l R e c e i p t

Tax Map No. 012689 32.2-2-44 Location 62 Crabapple Ln Dimensions 0.00 by 0.00 0.83 Acres	School Dist 012605 North Colonie Prop Class 330 Vacant Commercial Land Addl Desc
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 010563 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 20,750

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	20,750	5.577554	115.73
Town of Colonie Tax	20,750	3.990239	82.80
Maplewood fire prot. FD002	20,750TO	1.774221	36.82
Sewer a land payment SW001	2.00UN	21.865019	43.73
Latham water dist WD001	20,750TO	0.294556	6.11

<<< This is not a Tax Bill >>>	Tax Amount Due: \$285.19
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/31/2020	\$285.19	\$0.00	\$0.00	\$285.19

Town of Colonie
General Tax Bills - 2019
Tax Bill Receipt

<u>Tax Map No.</u> 012689 32.2-2-44 <u>Location</u> 62 Crabapple Ln <u>Dimensions</u> 0.00 by 0.00 0.83 Acres	School Dist 012605 North Colonie Prop Class 330 Vacant Commercial Land Addl Desc
Owner Saint-Gobain Abrasives Inc 2600 10th Ave Watervliet, NY 12189	Bill No. 010545 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 20,750

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	20,750	5.536772	114.89
Town of Colonie Tax	20,750	3.906937	81.07
Maplewood fire prot.	20,750TO	1.781681	36.97
Sewer a land payment	2.00UN	20.702917	41.41
Latham water dist	20,750TO	0.297359	6.17

<<< This is not a Tax Bill >>>	Tax Amount Due: \$280.51
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/22/2019	\$280.51	\$0.00	\$0.00	\$280.51

TOWN OF COLONIE - TOWN & COUNTY 2021

FISCAL YEAR: 1/1/2021 to 12/31/2021	WARRANT DATE: 12/31/2020	STATE AID: CNTY \$96,037,904 TWN \$3,849,814
MAKE CHECKS PAYABLE TO:	BANK	BILL 10556
		TAX MAP NUMBER 012689 32.7-1-1.11

TO PAY IN PERSON:

Memorial Town Hall
534 New Loudon Rd.
Latham, NY 12110
Mon. - Fri. 8:30 am - 4:30 pm

PROPERTY INFORMATION:

ACCOUNT#:
DIMENSION: 13.50 Acres
ROLL SECTION: 1 CLASS: 710 - MANUFACTURE
LOCATION: 1 Crabapple Ln
MUNICIPALITY: Town of Colonie
SCHOOL: 012605 North Colonie
FULL MARKET VALUE: 4,508,200
UNIFORM % OF VALUE: 61.00
LAND ASSESSMENT: 648,000
TOTAL ASSESSMENT: 2,750,000

PROPERTY OWNER:

Saint-Gobain Abrasives, Inc.
2600 10th Ave
Watervliet, NY 12189-2614

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	34,950,765	3.2	2,750,000.00	5.70467600	15,687.86
COLONIE TOWN TAX	24,976,879	2.7	2,750,000.00	4.05977100	11,164.37
MAPLEWOOD FIRE PROT.	361,758	0.7	2,750,000.00	1.76488900	4,853.44
MAPLEWOOD REFUSE	47,250	12.5	2,750,000.00	1.22642100	3,372.66
SEWER A LAND PAYMENT	0	0.0	8.00	22.67146800	181.37
SEWER D DEBT PAYMENT	0	0.0	44.00	0.10000000	4.40
SEWER OPER & MAINT	0	0.0	344.00	61.84459000	21,274.54
SEWER A DEBT PAYMENT	0	0.0	344.00	22.67146800	7,798.98
LATHAM WATER DIST	1,553,814	0.0	2,750,000.00	0.29145300	801.50

RECEIPT:

Received: 01/26/2021

Full Tax Payment
Tax Amount

\$65,139.12

Multi-Bill

Receipt #: 26883

Check # 00002745

via Mail from: Ryan Tax Compliance Services

\$66,346.74

Payment spans multiple bills

Total Paid:

\$65,139.12

PAID IN FULL

Town of Colonie
General Tax Bills - 2020
T a x B i l l R e c e i p t

Tax Map No. 012689 32.7-1-1.11 Location 1 Crabapple Ln Dimensions 0.00 by 0.00 13.50 Acres	School Dist 012605 North Colonie Prop Class 710 Manufacturing Addl Desc N-9 E-D&h Rr N-18-58.1
O Saint-Gobain Abrasives, Inc. w 2600 10th Ave n Watervliet, NY 12189-2614 e r	Bill No. 010537 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 2,750,000

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	2,750,000	5.577554	15338.27
Town of Colonie Tax	2,750,000	3.990239	10973.16
Maplewood fire prot. FD002	2,750,000TO	1.774221	4879.11
Maplewood refuse GD001	2,750,000TO	1.094921	3011.03
Sewer a land payment SW001	8.00UN	21.865019	174.92
Sewer d debt payment SW004	44.00UN	0.100000	4.40
Sewer oper & maint SW006	832.00UN	59.354565	49383.00
Sewer a debt payment SW008	832.00UN	21.865019	18191.70
Latham water dist WD001	2,750,000TO	0.294556	810.03

<<< This is not a Tax Bill >>>	Tax Amount Due: \$102,765.62
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/31/2020	\$102,765.62	\$0.00	\$0.00	\$102,765.62

Town of Colonie
General Tax Bills - 2019
T a x B i l l R e c e i p t

Tax Map No. 012689 32.7-1-1.11 Location 1 Crabapple Ln Dimensions 0.00 by 0.00 13.50 Acres	School Dist 012605 North Colonie Prop Class 710 Manufacturing Addl Desc N-9 E-D&h Rr N-18-58.1
O Saint-Gobain Abrasives, Inc. w 2600 10th Ave n Watervliet, NY 12189-2614 e r	Bill No. 010520 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 2,750,000

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	2,750,000	5.536772	15226.12
Town of Colonie Tax	2,750,000	3.906937	10744.08
Maplewood fire prot.	2,750,000TO	1.781681	4899.62
Maplewood refuse	2,750,000TO	0.893626	2457.47
Sewer a land payment	8.00UN	20.702917	165.62
Sewer d debt payment	44.00UN	0.100000	4.40
Sewer oper & maint	340.00UN	57.619079	19590.49
Sewer a debt payment	340.00UN	20.702917	7038.99
Latham water dist	2,750,000TO	0.297359	817.74

<<< This is not a Tax Bill >>>	Tax Amount Due: \$60,944.53
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/22/2019	\$60,944.53	\$0.00	\$0.00	\$60,944.53

TOWN OF COLONIE - TOWN & COUNTY 2021

FISCAL YEAR: 1/1/2021 to 12/31/2021	WARRANT DATE: 12/31/2020	STATE AID: CNTY \$96,037,904 TWN \$3,849,814										
MAKE CHECKS PAYABLE TO:		BANK	BILL 8117	TAX MAP NUMBER 012689 32.8-4-10								
TO PAY IN PERSON: Memorial Town Hall 534 New Loudon Rd. Latham, NY 12110 Mon. - Fri. 8:30 am - 4:30 pm		PROPERTY INFORMATION: ACCOUNT#: _____ DIMENSION: 0.03 Acres ROLL SECTION: 1 CLASS: 311 - RES VAC LAND LOCATION: 2 Canal St MUNICIPALITY: Town of Colonie SCHOOL: 012605 North Colonie FULL MARKET VALUE: 200 UNIFORM % OF VALUE: 61.00 LAND ASSESSMENT: 100 TOTAL ASSESSMENT: 100										
PROPERTY OWNER: Saint-Gobain Abrasives Inc 2600 10th Ave Watervliet, NY 12189		<table border="1"> <thead> <tr> <th>EXEMPTION</th> <th>VALUE</th> <th>FULL VALUE</th> <th>TAX PURPOSE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE				
EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE									

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	34,950,765	3.2	100.00	5.70467600	0.57
COLONIE TOWN TAX	24,976,879	2.7	100.00	4.05977100	0.41
MAPLEWOOD FIRE PROT.	361,758	0.7	100.00	1.76488900	0.18
MAPLEWOOD WATER DIST	22,000	19.6	100.00	0.63012900	0.06

RECEIPT:

Received: 01/26/2021

Full Tax Payment	Multi-Bill	Receipt #: 26883	via Mail from: Ryan Tax Compliance Services
Tax Amount	\$1.22	Check # 00002745	\$66,346.74
Payment spans multiple bills			
Total Paid:	\$1.22		

PAID IN FULL

Town of Colonie
General Tax Bills - 2020
T a x B i l l R e c e i p t

Tax Map No. 012689 32.8-4-10 Location 2 Canal St Dimensions 0.00 by 0.00 0.03 Acres	School Dist 012605 North Colonie Prop Class 311 Residential Vacant Addl Desc
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 008110 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 100

Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	100	5.577554	0.56
Town of Colonie Tax	100	3.990239	0.40
Maplewood fire prot. FD002	100TO	1.774221	0.18
Maplewood water dist WD002	100TO	0.527401	0.05

<<< This is not a Tax Bill >>>	Tax Amount Due:	\$1.19
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Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/31/2020	\$1.19	\$0.00	\$0.00	\$1.19

Town of Colonie
General Tax Bills - 2019
T a x B i l l R e c e i p t

Tax Map No. 012689 32.8-4-10 Location 2 Canal St Dimensions 0.00 by 0.00 0.03 Acres	School Dist 012605 North Colonie Prop Class 311 Residential Vacant Addl Desc		
O Saint-Gobain Abrasives Inc w 2600 10th Ave n Watervliet, NY 12189 e r	Bill No. 008096 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 100		
Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	100	5.536772	0.55
Town of Colonie Tax	100	3.906937	0.39
Maplewood fire prot.	100TO	1.781681	0.18
Maplewood water dist	100TO	0.429985	0.04
<<< This is not a Tax Bill >>>			Tax Amount Due: \$1.16

Application of Payment(s) Against this Bill				
Date	Taxes	Penalty	Surcharge	Total Paid
01/22/2019	\$1.16	\$0.00	\$0.00	\$1.16



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

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DENNIS RIGOSU
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 2, 2021

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

Re: Budget Amendment –Overtime Transfers

Dear Mr. Joyce

The Albany County Water Purification District (District) is requesting approval of a budget amendment for the transfer of \$110,000 to correct for shortfalls in the overtime budget lines. A summary of the transfer request is as follows:

Overtime Transfer:

<i>Decrease Electric Line (G98130.4.4101):</i>	<i>\$ 110,000</i>
<i>Increase Overtime Line (G98120.1.9900):</i>	<i>\$ 2,000</i>
<i>Increase Overtime Line (G98130.1.9900):</i>	<i>\$ 108,000</i>

The overtime transfer is to account for expenses associated with the recent CSEA retro payments and overages associated with recent staff shortages due to staff separations and retirements.

The requested transfers are not anticipated to negatively impact the District's 2021 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

Enc: Budget transfer form



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2795, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment for the transfer of \$110,000 to correct for unexpected overtime expenses due to staffing shortages.

Date: 10/2/2021
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep. Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

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: Decrease \$110,000 (G8130.4.4101)
Increase \$ 2,000 (G8120.1.9900)
Increase \$ 108,000 (G8130.1.9900)

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)

The overtime transfer is needed to correct for unexpected overtime expenses due to staff shortages from staff separations and retirements.



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

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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 2, 2021

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

Re: Budget Amendment –Equipment Repair Transfers

Dear Mr. Joyce

The Albany County Water Purification District (District) is requesting approval of a budget amendment for the transfer of \$125,000 to the Equipment Repair budget line. A summary of the transfer request is as follows:

Equipment Repair Transfer:

<i>Decrease Electric Line (G98130.4.4101):</i>	<i>\$ 125,000</i>
<i>Increase Equipment Repair Line (G98130.4.4070):</i>	<i>\$ 125,000</i>

The equipment repair transfer will be used for the replacement of the South Plant wetwell sluice gates that were discovered to be in operable during the Beaver Creek Phase II project. The intent will be to replace these gates at the same time the influent flow is bypassed as part of the screen replacement work.

The requested transfer is not anticipated to negatively impact the District's 2021 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

Enc: Budget transfer form



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2796, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment for the transfer of \$125,000 to the equipment repair budget line for installation of new sluice gates at the South Plant

Date: 10/2/2021
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep: Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: \$ 125,000 Equipment Repair (G98130.4.4070)
Source of Funds: \$125,000 Electric (G98130.4.4101)
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:

Decrease \$125,000 (Electric -G98130.4.4101)

Increase \$125,000 (Equip Repair -G198130.4.4070)

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 equipment repair transfer is for the estimated cost of installing two new sluice gates in South Plant's influent wetwell. The gate installation will occur while influent flow is being bypassed as part of the Beaver Creek Phase 2 project.



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, 2021

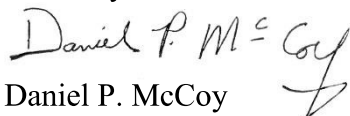
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

I am 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. In order to receive grant funds the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2022 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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2798, **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: 10/5/2021
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) 1/1/2022 - 12/31/2022

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: 440 for 2020

Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

I am 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. In order to receive grant funds the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2022 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: 2022 I Love NY Matching Grant for Tourism Marketing

DATE: September 21, 2021

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 typically 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. 2020 and 2021 were obviously very different years, and our funds were significantly cut by the state. However, 2022 appears to be on track to be fully funded, and while there is no guarantee of that, 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 \$60,000-\$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. 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 and Mr. Cleary:

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.

Adopted by unanimous vote – 11/9/20

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 9th day of November, 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 10th day of November, 2020.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR
COMMISSIONER

CHANDRA WILLIAMS
DEPUTY COMMISSIONER

September 7, 2021

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

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax foreclosed property foreclosed property located in the Town of Bethlehem, 1569 New Scotland Road to Robert N Zautner Jr the sole heir of the deceased immediate former property owner.

Mr. Zautner has placed on deposit the total amount of \$197,051.77, which represents the full amount of delinquent taxes owed to the County for 1569 New Scotland Road at this writing.

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

Sincerely Yours,

M. David Reilly, JR
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2719, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Foreclosed Property

Date:	September 7, 2021
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-435
Date of Adoption: October 15, 2019

Justification: (state briefly why legislative action is requested)

Authorization is requested to transfer tax foreclosed property located in the Town of Bethlehem, 1569 New Scotland Road Tax Map No. 85.5-1-24 to Robert N Zautner Jr. son of and the sole heir of the estate of the deceased former owner Robert N Zautner Sr. The full amount of taxes and interest accrued on the property \$197,051.77 has been placed on deposit by Robert N Zautner Jr.

The Zautner Family before they fell upon hard times had operated the Toll Gate Restaurant at this address for several years which was a known part of the community. Robert N Zautner Jr. is committed to restore this property back to its original use.

This sale shall require that:

All liens that were extinguished because of this foreclosure upon the recording of the deed shall be reinstated. Any additional interest and penalties at the rate of 12% per annum computed to the date upon which the conveyance back of said property is made by the County that have accrued on the delinquent taxes for this property will be owed. The amount of all out-of-pocket costs and expenses incurred by the County in connection with said property following the date of its foreclosure "in rem" by the County including, but not limited to, real property and school taxes, special assessments, municipal fees and charges, and maintenance and repairs shall be reimbursed to the County.

Robert N. Zautner, Jr.

17 Arch Avenue
Albany, NY 12210

September 7, 2021

HONORABLE DANIEL P. MCCOY
ALBANY COUNTY EXECUTIVE
112 State Street, 12th floor
Albany NY, 12207

Re: 1569 New Scotland Road, Slingerlands, Town of Bethlehem, Albany County, New York
Parcel# 08500500010240000000 s/b/l 85.5-1-25

Dear Sir:

I am the beneficiary of the above parcel under the Last Will of my father Robert N. Zautner, Sr., who died a resident of the County of Albany February 22, 2012 and whose Last Will was admitted to Probate by Order of the Albany County Surrogate. My sister, Mary L. Smart and I were appointed Executors of the estate, which remains open.

The premises fell into real property tax arrears and an *In Rem* proceeding was commenced against the record title owner, Robert N. Zautner, Sr.. My sister sought to address the matter but was advised her papers had not been delivered to the correct locations and while seen, would not be considered. She subsequently wrote to Judge Pettit whose office saw her correspondence and still has the envelope. An Order was made by the Albany County Court in May 20, 2021 and entered in the Albany County Clerk's Office June 2, 2021, foreclosing the title pursuant to the *In Rem* Petition.

The premises have been used since construction in the early 1950's as the Zautner family owned Toll Gate Ice Cream Restaurant. Three generations of Zautner owner / operators trained hundreds of young people in business responsibility and food handling, and countless customers from Little League Teams to school dance partners, grand parents with their progeny have their stories of peanut butter and jelly ice cream and bunny burgers. Failing health slowed business, Dad died and I got sick. Then COVID shut down our business world.

I ask that you support my request for the conveyance to me as the beneficiary under my father's will, such that our restoration of the Toll Gate can take place and again operate in the community as a place where memories are created and cherished.

Your consideration will be appreciated,

Sincerely,

Robert N. Zautner, Jr.

I, Robert N. Zautner, Sr., residing at 1571 New Scotland Road, Slingerlands in the Town of Bethlehem, Albany County, New York, declare this to be my last Will and revoke all Wills and Codicils heretofore made by me.

FIRST: I give, devise and bequeath all of my "Toll Gate" Business and my lands and buildings located at 1569 New Scotland Road, Slingerlands, NY known as the "Toll Gate" and the "Toll Gate Annex" to my son Robert N. Zautner, Jr., residing at Albany, N Y if he shall survive me and if not,

- A. Two thirds to my daughter Mary Smart, residing at Albany, NY.
- B. One third to be divided in equal shares between my daughter-in-law Barbara Hallenbeck, residing at Rensselaer, NY, my granddaughter Torri Hallenbeck Rivers, residing at Schenectady, NY and my granddaughter Erin Halverson, residing at Tempe, AZ. I further direct that these gifts shall not lapse upon the death of any beneficiary in this paragraph.

SECOND: I appoint my son Robert N. Zautner and my daughter Mary Smart, as the Co-Executors of my Will and if one of them is unwilling or unable to accept this appointment, I nominate, constitute and appoint the other as sole Executor. I direct that said Executors shall serve without bond or security.

INITIALS OF ROBERT N. ZAUTNER, SR.

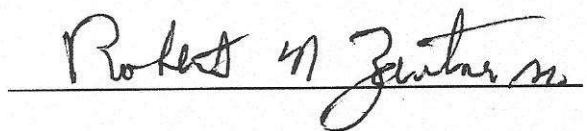
RN Z

PAGE 1 OF 3

THIRD: I give said Executors the fullest power and authority in all matters and questions, to do all acts which I might or could do if living, including without limitation, complete power and authority to invest, sell, borrow against, mortgage, lease and dispose of and distribute in kind, all property real and personal, at such times and upon such terms and conditions as she or he may deem advisable.

FOURTH: I direct that my Co-Executors pay out of my residuary estate without apportionment, all estate, inheritance, and like taxes imposed by the government of the United States, or any state or territory thereof, or by any foreign government or political subdivision thereof, in respect of all property required to be included in my gross estate for estate or like tax purposes by any such governments, whether the property passes under this Will or otherwise, without contribution by any recipient of any such property.

IN WITNESS WHEREOF, I hereafter sign my name and publish and declare this to be my Last Will in the presence of the persons witnessing it at my request this 21st day of December, 2007.



Robert N. Zautner, Sr.

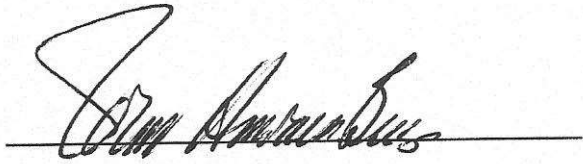
The foregoing instrument, consisting of this and two other typewritten page, each identified by the initials of the Testator, was signed, published and declared by Robert N. Zautner, Sr., Testator, to be his Last Will and Testament, in our presence and we, at his request, and in his presence and in the presence of each other, have hereunto subscribed our names as

INITIALS OF ROBERT N. ZAUTNER



PAGE 2 OF 3

witnesses, this 21st day of December, 2007 at Slingerlands, New York, this attestation clause having been read aloud in the presence of the Testator.

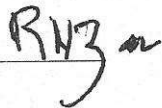
A handwritten signature in cursive script, appearing to read "John Howard Breeze", written over a horizontal line.

John Howard Breeze, residing at Bullock Road, Slingerlands, NY 12159

A handwritten signature in cursive script, appearing to read "Samantha Adams", written over a horizontal line.

Samantha Adams, residing at 658 Clipp Raod, Voorheesville, New York 12186

INITIALS OF ROBERT N. ZAUTNER

Handwritten initials "RNZ" in cursive script, with a small flourish at the end, written over a horizontal line.

PAGE 3 OF 3

Affidavit of Attesting Witness to Will

In the Matter
of
The Execution of the Last Will and Testament
of
Robert N. Zautner, Sr.

STATE OF NEW YORK }
COUNTY OF ALBANY } ss.:

John Howard Breeze and Samantha L. Adams, being severally duly sworn, depose and state:

That I, John Howard Breeze have offices at 1397 New Scotland Road in the Town of Bethlehem, County of Albany, State of New York, and am over eighteen (18) years of age, and that I, Samantha L. Adams reside at Clipp Road, in the Town of New Scotland, County of Albany, State of New York, and am over eighteen (18) years of age.

That we are acquainted with Robert N. Zautner, Sr., hereinafter referred to as the Testator of 1571 New Scotland Road, Slingerlands, New York.

That we were present and saw the said Testator subscribe his name at the end of a paper writing, dated the 21st day of December, 2007, and heard the Testator publish and declare the same to be his Last Will and Testament and that the said instrument was duly executed at Albany, New York.

That Testator, at the time of the aforesaid subscription and declaration, requested each of us to sign our names as witnesses thereto.

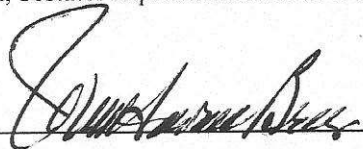
That each of us signed our names as such witnesses below the signature of the Testator, in the presence of each other and in the presence of the Testator.

That at the time of execution, the Testator stated that he was of the age of eighteen (18) years or over.

That at the time of the execution, in our opinion, Testator, was of sound mind, memory and understanding, and not under any mental or physical restraint and was in all respects competent to make a Last Will and Testament.

That Testator, at the time of execution, signed only one copy of the said Last Will and Testament.

That immediately following execution of the said Last Will and Testament, Testator requested each of us to make this affidavit and this affidavit is made in accordance with such request.



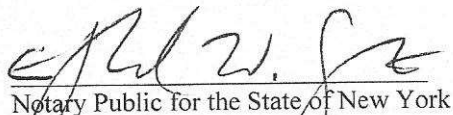
John Howard Breeze



Samantha L. Adams

Sworn to before me this

21st day of December, 2007


Notary Public for the State of New York
Residing in Albany County
My commission expires

Edward W. Stano
Notary Public, State of New York
Qualified in Erie County
Commission Expires 04/26 2008

ROBERT N. ZAUTNER, SR.

LAST WILL

DECEMBER 21, 2007

BREEZE & STANO, PLLC
1397 NEW SCOTLAND ROAD
P.O. Box 279
SLINGERLANDS, NEW YORK 12159-0279
TEL. (518) 439-9936
FAX (518) 439-7915

On the Date Written Below LETTERS are Granted by the Surrogate's Court, State of New York as follows:

File #: 2015-461/A

Date of Death: February 22, 2012

Name of Decedent: Robert N Zautner Sr

Domicile of Decedent: Town of Bethlehem

Fiduciary Appointed: Robert N Zautner Jr
Mailing Address: 17 Arch Avenue
Albany NY 12203

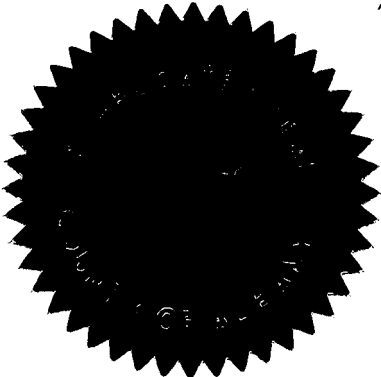
Mary Smart
2 Jones Avenue
Feura Bush NY 12067

Letters Issued: LETTERS TESTAMENTARY

Limitations: NONE

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: *December 5, 2016*



IN TESTIMONY WHEREOF, the seal of the Albany County Surrogate's Court has been affixed.

WITNESS, Hon Stacy L. Pettit, Judge of the Albany County Surrogate's Court.

Stacy L. Pettit

Hon. Stacy L. Pettit

These Letters are Not Valid Without the Raised Seal of the Albany County Surrogate's Court

Attorney:
John Howard Breeze
The Breeze Law Firm
1397 New Scotland Road P.O Box 279
Slingerlands NY 12159



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality – Bethlehem

Address of Property – 1569 New Scotland Road

Tax Map Number-85.5-1-24

Property Description-One Small Story Multi Occupant

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser- Robert N Zautner Jr

No properties listed for Robert N Zautner Jr

CODE ENFORCEMENT INFORMATION

Not Applicable

DELINQUENT TAX INFORMATION

Not Applicable

COUNTY FORECLOSURE INFORMATION

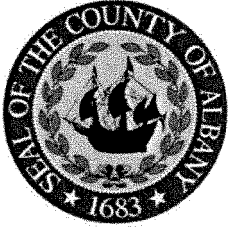
Not Applicable

Signed-

ANTHONY DILELLA

Property Manager

DATE----September 7, 2021



COUNTY OF ALBANY DIVISION OF FINANCE

DEPOSIT TRANSMITTAL

Division of Finance, Cash Receipts, 112 State Street, Suite 117, Albany, New York 12207
Office: (518) 447-7070, Fax: (518) 447-5516
PLEASE PRINT OR TYPE INFORMATION

DEPARTMENT: Management and Budget

ADDRESS: 112 STATE ST ALBANY, NY 12205

Total Number of Checks: 1

Total Amount of Checks: \$197,051.77

Total Amount of Cash: \$0.00

Total Deposit: \$197,051.77

ORG	OBJECT	PROJECT	DESCRIPTION	AMOUNT
A	00690		REACQ-1569 NEW SCOTLAND-ZAUTNER	\$ 197,051.77
			85.5-1-25	\$
				\$
				\$
			PAID BY:	\$
			BREEZE LAW FIRM, PLLC	\$
			ROBERT N. ZAUNTER, JR.-ATTORNEYS	\$
				\$
				\$
				\$

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

OFFICIAL CHECK



417 - Glenmont
Glenmont, New York

Remitter HEATHER E CONSTANTINE

Date 090138777
09/07/2021

62-20
311

Pay To The
Order Of

COUNTY OF ALBANY

\$ 197,051.77 ***

Pay: ONE HUNDRED NINETY SEVEN THOUSAND
FIFTY ONE DOLLARS AND 77 CENTS

Drawer: KeyBank

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this instrument, call: 1-888-556-5142

Memo: remitter John Howard Breeze, esq. *as Attorney*
for Robert N. Zautner, Jr.

Vit Alf
AUTHORIZED SIGNATURE

⑈090138777⑈ ⑈031100209⑈

38774212⑈

09/01/2021 15:56 | COUNTY OF ALBANY
cmurray | Real Estate Tax Statement

| P 1
| txtaxstm

PARCEL: 08500500010240000000

LOCATION: 1569 NEW SCOTLAND RD

OWNER:

ZAUTNER ROBERT N
1571 NEW SCOTLAND RD
SLINGERLANDS NY 12159

STATUS:

SQUARE FEET 30,492
LAND VALUATION 553,000
BUILDING VALUATION 0
EXEMPTIONS 0

TAXABLE VALUATION 553,000
INTEREST PER DIEM 64,272.10

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 11/30/2021

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021 1	RE-3 BETHLEHEM	1809	19,350.56	19,350.56	1,935.06	21,285.62
			19,350.56	19,350.56	1,935.06	21,285.62
2020 1	RE-3 BETHLEHEM LEGAL CHAR	2225	21,668.46 225.00	21,668.46 225.00	4,767.06 .00	26,435.52 225.00
			21,893.46	21,893.46	4,767.06	26,660.52
			21,893.46	21,893.46	4,767.06	26,660.52
2019 1	LIEN BETH TL	203	18,973.55	18,973.55	6,451.01	25,424.56
			18,973.55	18,973.55	6,451.01	25,424.56
2018 1	LIEN BETH TL LEGAL CHAR	2125	18,643.68 225.00	18,643.68 225.00	8,576.09 .00	27,219.77 225.00
			18,868.68	18,868.68	8,576.09	27,444.77
			18,868.68	18,868.68	8,576.09	27,444.77
2017 1	LIEN BETH TL LEGAL CHAR	178	20,225.14 225.00	20,225.14 225.00	11,730.58 .00	31,955.72 225.00
			20,450.14	20,450.14	11,730.58	32,180.72

09/01/2021 15:56
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			20,450.14	20,450.14	11,730.58	32,180.72
2015	LIEN	114				
1	BETH TL		20,203.17	20,203.17	16,566.60	36,769.77
	LEGAL CHAR		150.00	150.00	.00	150.00
	MAILING CH		1.00	1.00	.00	1.00
			20,354.17	20,354.17	16,566.60	36,920.77
			20,354.17	20,354.17	16,566.60	36,920.77
2014	LIEN	584				
1	BETH TL		13,742.17	13,742.17	12,917.64	26,659.81
	LEGAL CHAR		150.00	150.00	.00	150.00
	TITLE SEAR		290.00	290.00	.00	290.00
	MAIL CHARG		35.00	35.00	.00	35.00
			14,217.17	14,217.17	12,917.64	27,134.81
			14,217.17	14,217.17	12,917.64	27,134.81
GRAND TOTALS			134,107.73	134,107.73	62,944.04	197,051.77

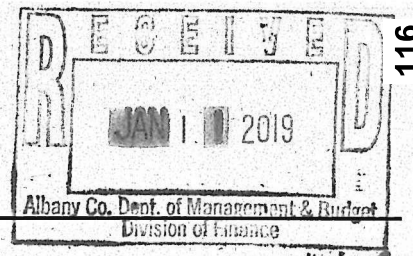
PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT
IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS,
THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE
OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE
AMOUNT OWED WILL RESULT IN THE LOSS OF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





TAX LIEN FORECLOSURE SEARCH

Search Date December 10, 2018

OHTA Number A17-0598

Municipality Town of Bethlehem

Index Number 2651-15

Foreclosure No. 0000012

Tax Map Number 85.05-1-24

Property Address 1569 New Scotland Road, Slingerlands, NY 12159

Date of Filing of List of Delinquent Taxes July 2, 2015

Open Mortgages	0
Assignments	0
Judgments	0
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	3
Estate Proceedings	1
Mortgage Foreclosures	0
	4

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

Elsa Feigenbaum is shown by virtue of the right of First Refusal to the subject parcel, she was granted in Deed Book 2966 cp. 352. Copy of Deed attached.

TAX LIEN FORECLOSURE SEARCH

SECTION I

**PARTIES HAVING AN INTEREST OF RECORD
ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES**

A-1. OWNER(S) OF RECORD

1.	Estate of Robert A. Zautner	1569	New Scotland Road	Slingerland s	NY 12159
2. Robert N.	Zautner, Jr. as Co-Executor and Specific devisee	1569	New Scotland Road	Slingerland s	NY 12159
3. Mary	Smart, as Co-Executor	1569	New Scotland Road	Slingerland s	NY 12159

A-2. ADDITIONAL ADDRESSEES

4.	Estate of Robert A. Zautner	1571	New Scotland Road	Slingerland s	NY 12159
5. Robert N.	Zautner	17	Arch Avenue	Albany	NY 12203
6. Mary	Smart	2	Jones Avenue	Feura Bush	NY 12067
7. John Howard	Breeze, Esq.	1397	New Scotland Road	P.O. Box 279 Slingerland s	NY 12159

Source Deed Book 2893 Page 307

Deed R and R John Howard Breeze,
Esq.
1397 New Scotland Road
P.O. Box 279
Slingerlands, New York
12159

B. ADDITIONAL PARTIES**MORTGAGES (0)**

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I (continued)

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (3)

1. Elsa	Feigenbaum	207 North Pearl Street	Albany	NY 12207
2. IRS	Federal Estate Tax Division	North Pearl Street and Clinton Avenue	Albany	NY 12207
3. NYS Dept. of Taxation and Finance	TTTB-Estate Tax	Building 8 W.A. Harriman Campus	Albany	NY 12227

ESTATE PROCEEDINGS (1)

1. Robert N. Zaunter

MORTGAGE FORECLOSURES (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II

PARTIES HAVING AN INTEREST OF RECORD
AS OF SEARCH DATE

A-1. OWNER(S) OF RECORD

1.

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II *(continued)*

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

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**Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324**

Return to:

**JOHN HOWARD BREEZE ESQ BREEZE AND STANO PLLC
1397 NEW SCOTLAND RD PO BOX 279
SLINGERLANDS NY 12159**

Instrument: Deed

Document Number: 1001085 Book: 2893 Page: 307

Grantor

**ZAUTNER, ROBERT N
ZAUTNER, DONALD G**

Grantee

ZAUTNER, ROBERT N

Number of Pages: 4

Amount: \$325000.00

**Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 192
.....\$1300.00**

Filing Date/Time: 08/08/2007 at 11:58 AM

Receipt Number: 402351

Note:

**THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316A(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.**

Thomas G. Clingan

Thomas G. Clingan, County Clerk

LIBER 2893 PAGE 308

Warranty Deed with Lien Covenant

RR:
JOHN HOWARD BREEZE, ESQ.
Breeze and Stano, PLLC
1397 New Scotland Road
P.O. Box 279
Slingerlands, NY 12159

Albany County Clerk
Deed Books (Record Room)
Book 2893 Page 308



This Indenture *Made this 2nd day of August, Two Thousand Seven*
Between

ROBERT N. ZAUTNER, residing at 1571 New Scotland Road, Slingerlands, NY 12159 and **DONALD G. ZAUTNER**, residing at 3 Scotch Pine Drive, Voorheesville, NY 12086, *parties of the first part, and*

ROBERT N. ZAUTNER, residing at 1571 New Scotland Road, Slingerlands, NY 12159, *party of the second part,*

Witnesseth that the parties of the first part, in consideration of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF LAND with the buildings and improvements thereon situate, lying and being at Slingerlands, in the Town of Bethlehem, Albany County, New York, more particularly bounded and described as follows:

Beginning at a steel pipe set in the ground of the Northwesterly corner of the premises herein conveyed at the point of intersection of the Westerly division line of the premises formerly owned by Williams Press, Inc. and the Southerly boundary of the lands of the Delaware and Hudson Railroad Co., and running thence from said point of beginning South 72 degrees 57 minutes East along the lands of the Delaware and Hudson Railroad Co. on the North One hundred thirty two and sixty two one hundredths (132.62) feet to a point thence South 22 degrees 03 minutes East and with an interior angle of 129 degree 05 minutes Eighty Four and four tenths (84.4) feet to a point; Thence South 68 degrees 24 minutes West with an interior angle of 89 degrees 33 minutes One hundred and five tenths (101.5) feet to a point in the westerly division line of the lands formerly of Williams Press, Inc.; Thence North 22 degrees 32 minutes West and with an interior angle of 90 degrees 56 minutes One hundred sixty seven and twenty five one hundredths (167.25) feet to a point or place of beginning making an interior angle of 50 degrees 25 minutes with the first mentioned course.

Together with, All that certain lot piece or parcel of land with the buildings and improvements hereon situate in Slingerlands in the Town of Bethlehem, Albany County, New York more particularly bounded and described as follows:

Beginning at an iron pipe in the Northerly bounds of New Scotland Road or Main Street distance Nine (9) feet Easterly from an iron pipe at the Southeast corner of a plot of land conveyed to Rita S. Sleath by William Slingerland and

Albany County Clerk
Document Number 10010851
Rcvd 08/08/2007 11:58:13 AM



LIBER 2893 PAGE 309

Ellen J. Slingerland, his wife, by Deed dated June 27, 1914 and recorded July 10, 1914 in Book 617 of Deeds at Page 532 and runs from said point of beginning North 68 degrees 24 minutes East and along the Northerly bounds of New Scotland Road for a distance of One hundred and no hundredths(100.00) feet to a point in the Westerly bounds of a private road; Thence along the westerly bounds of the private road, North 22 degree and 3 minutes West for a distance of One Hundred eighty and no tenths180 feet; thence South 68 degrees and 24 minutes West for a distance of One hundred one and fifty hundredths (101.50) feet to an iron pipe in the Westerly line of the land now or formerly of Zautner; Thence along the said line South 22 degrees and 32 minutes East for a distance of One hundred eighty and no tenths (180.0) feet to the point of place beginning.

Collectively being a portion of the lands conveyed to the grantors by Deed recorded in the Office of the Clerk of the County of Albany December 20, 1988 in Liber 2380 of Deeds at Page 177.

BEING Parcels 1 and 3 of lands described in a deed to the grantors recording in the Office of the Clerk of the County of Albany December 20, 1988 in Liber 2380 of Deeds at Page 177, and further described in a deed recorded in the Office of the Clerk of the County of Albany in Liber 1847 of Deeds at Page 5.

X **TOGETHER** with an easement ingress and egress, for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common with the rights of others, for that parcel of paved parking areas measured 25 feet from the common boundary from the common boundary line, said easement having been reserved by Robert N. Zautner and Donald G. Zautner to Elsa Feigenbaum April 24, 2007 in a deed intended to be recorded in the Office of the Clerk of the County of Albany.

X **SUBJECT TO** an easement ingress and egress for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common others for that parcel of paved parking areas measured 25 feet from the common boundary from the common boundary line in accordance with an easement granted in a deed by Robert N. Zautner and Donald G. Zautner to Elsa Feigenbaum April 24, 2007 recorded in the Office of the Clerk of the County of Albany in Book 2883 of Deeds at Page 124.

Together with all the appurtenances and all the estate and rights of the parties of the first part in and to the said premises,

To have and to hold the premises herein granted unto the party of the second part, his heirs and assigns forever.

And The parties of the first part covenant as follows:

First That the party of the second part shall quietly enjoy the said premises;

Second That the parties of the first part will forever **Warrant** the title to the premises.

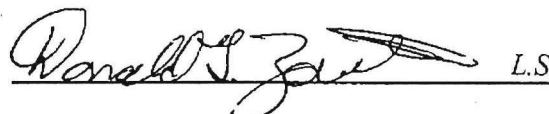
Third That, in compliance with Section 13 of the Lien Law, the grantors will receive the

LIBER 2893 PAGE 310

consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

 L.S.
ROBERT N. ZAUTNER

 L.S.
DONALD G. ZAUTNER

STATE OF NEW YORK) SS.:
COUNTY OF ALBANY)

On the ~~4th~~ day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT N. ZAUTNER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he duly executed the same in his individual capacity, and that by his signature on the instrument, the individual executed the instrument.



STATE OF NEW YORK) SS.:
COUNTY OF ALBANY)

Notary Public
JOHN HOWARD BREEZE
Notary Public, State of New York
Qualified in Albany County
Commission Expires 9/30/2010

On the 2nd day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared **DONALD G. ZAUTNER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he duly executed the same in his individual capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public

SAMANTHA L. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES 3/28/10

LIBER 2966 PAGE 352



**Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324**

Return to:

**DENNIS A FEENEY
116 GREAT OAKS BLVD
ALBANY NY 12203**

Instrument: Deed

Document Number: 10551111 Book: 2966 Page: 352

Grantor

**ZAUTNER, ROBERT N
ZAUTNER, DONALD G**

Grantee

FEIGENBAUM, ELSA

Number of Pages: 7

**Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 2666
.....\$0.00**

Recorded Date/Time: 12/11/2009 at 11:55 AM

Receipt Number: 556107

**Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **
THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.**

Thomas G. Clingan, County Clerk

LIBER 2966 PAGE 353

Correction Warranty Deed with Lien Covenant

RR:
DENNIS A. FEENEY, ESC
116 Great Oaks Bouleva
Albany, NY 12203

Albany County Clerk
Deed Books (Record Room)
Book 2966 Page 353



This Indenture Made this ^{November} 30th day of October, Two Thousand Nine

Between

ROBERT N. ZAUTNER, residing at 1571 New Scotland Road, Slingerlands, NY 12159 and **DONALD G. ZAUTNER**, residing at 3 Scotch Pine Drive, Voorheesville, NY 12086
parties of the first part, and

ELSA FEIGENBAUM, having offices at 207 North Pearl Street, Albany, NY 12207
party of the second part,

Witnesseth that the parties of the first part, in consideration of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, her heirs and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF LAND with the buildings and improvements thereon situate, lying and being at Slingerlands, in the Town of Bethlehem, Albany County, New York, more particularly bounded and described as follows:

BEGINNING AT A POINT in the northerly line of a highway known as New Scotland Road (NYS Route 85), said point being the southwest corner of Parcel 2 contained in a deed given by Zautner Brothers Real Estate, Inc. to Donald G. Zautner and Robert N. Zautner by deed dated November 25, 1988, recorded in the Office of the Albany County Clerk December 20, 1988 in Book 2380 of Deeds at Page 177; thence running from said point of beginning North 22 degrees, 3 minutes West along the westerly line of said Parcel 2, Two Hundred Sixty Four and four tenths (264.4) feet to its point of intersection with the southerly line of lands conveyed to D&H Corporation by deed dated July 13, 1990, recorded as aforesaid in Book 2432 at Page 1; thence South 73 degrees 09 minutes 07 seconds East along said lands conveyed to D&H Corporation Three Hundred Eighty Two and five tenths (382.5) feet to its point of intersection with the northwesterly line of a parcel of land acquired by the State of New York and more fully shown on a map entitled, "STATE OF NEW YORK, DEPARTMENT OF TRANSPORTATION. RIGHT OF WAY TO BE ACQUIRED FOR THE PROPOSED ELIMINATION OF GRADE CROSSING OF THE D.&H. R.R. AND STATE HIGHWAY ROUTE NO. 7, ALBANY COUNTY, SECTION No. 9. From C.H. Slingerland (reputed owner)", date completed: September, 1911,

Albany County Clerk
Document Number 10551111
Rcvd 12/11/2009 11:55:41 AM



LIBER 2966 PAGE 354

and on file with the New York State Department of Transportation; thence South 58 degrees 27 minutes 17 seconds West along the northwesterly line of said parcel of land acquired One Hundred Twenty Nine and eighty eight one hundredths (129.88) feet to a point in the first mentioned northerly line of New Scotland Road (NYS Route 85); thence South 67 degrees 00 minutes 17 seconds West along the northerly line of New Scotland Road One Hundred Sixty Nine and sixty one one hundredths (169.61) feet to the point of beginning. Containing 0.94 acres of land.

TOGETHER with an easement for ingress and egress, for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common with the rights of the tenants of the grantors, for that parcel of paved parking area measured 25 feet from the common boundary line.

RESERVING unto the grantors an easement for ingress and egress for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common with the rights of the tenants of the grantors, for that parcel of paved parking area measured 25 feet from the common boundary line.

AND FURTHER GRANTING to purchaser the right of first refusal to acquire land adjacent to 1565 New Scotland Road Slingerlands, NY owned by the grantors or the successor of them, at the expiration of the family interests therein, it being contemplated the family business may continue in a variety of personal or corporate formats for further generations. The right of first refusal shall not survive the grantees ownership of the premises herein conveyed, nor shall it be transferred to an assignee absent the consent of the then owners of the land concerned. The first refusal shall not require the obligated party to first obtain an enforceable offer to acquire the lands, but shall merely require the offer on the part of the then owner to the grantee herein, at fair market value. The premises subject to this right of first refusal is more particularly described as follow:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND with
the buildings and improvements thereon situate, lying and being at

LIBER 2966 PAGE 355

Slingerlands, in the Town of Bethlehem, Albany County, New York, more particularly bounded and described as follows:

Beginning at a steel pipe set in the ground of the Northwesterly corner of the premises herein conveyed at the point of intersection of the Westerly division line of the premises formerly owned by Williams Press, Inc. and the Southerly boundary of the lands of the Delaware and Hudson Railroad Co., and running thence from said point of beginning South 72 degrees 57 minutes East along the lands of the Delaware and Hudson Railroad Co. on the North One hundred thirty two and sixty two one hundredths (132.62) feet to a point thence South 22 degrees 03 minutes East and with an interior angle of 129 degree 05 minutes Eighty Four and four tenths (84.4) feet to a point; Thence South 68 degrees 24 minutes West with an interior angle of 89 degrees 33 minutes One hundred one and five tenths (101.5) feet to a point in the westerly division line of the lands formerly of Williams Press, Inc.; Thence North 22 degrees 32 minutes West and with an interior angle of 90 degrees 56 minutes One hundred sixty seven and twenty five one hundredths (167.25) feet to a point or place of beginning making an interior angle of 50 degrees 25 minutes with the first mentioned course.

Together with, All that certain lot piece or parcel of land with the buildings and improvements hereon situate in Slingerlands in the Town of Bethlehem, Albany County, New York more particularly bounded and described as follows:

Beginning at an iron pipe in the Northerly bounds of New Scotland Road or Main Street distance Nine (9) feet Easterly from an iron pipe at the Southeast corner of a plot of land conveyed to Rita S. Sleath by William Slingerland and Ellen J. Slingerland, his wife, by Deed dated June 27, 1914 and recorded July 10, 1914 in Book 617 of Deeds at Page 532 and runs from said point of beginning North 68 degrees 24 minutes East and along the Northerly bounds of New Scotland Road for a distance of One hundred and no hundredths (100.00) feet to a point in the Westerly bounds of a private road; Thence along the westerly bounds of the

LIBER 2966 PAGE 356

private road, North 22 degree and 3 minutes West for a distance of One Hundred eighty and no tenths 180 feet; thence South 68 degrees and 24 minutes West for a distance of One hundred one and fifty hundredths (101.50) feet to an iron pipe in the Westerly line of the land now or formerly of Zautner; Thence along the said line South 22 degrees and 32 minutes East for a distance of One hundred eighty and no tenths (180.0) feet to the point of place beginning.

Collectively being a portion of the lands conveyed to the grantors by Deed recorded in the Office of the Clerk of the County of Albany December 20, 1988 in Liber 2380 of Deeds at Page 177.

BEING Parcels 1 and 3 of lands described in a deed to the grantors recording in the Office of the Clerk of the County of Albany December 20, 1988 in Liber 2380 of Deeds at Page 177, and further described in a deed recorded in the Office of the Clerk of the County of Albany in Liber 1847 of Deeds at Page 5.

TOGETHER with an easement ingress and egress, for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common with the rights of others, for that parcel of paved parking areas measured 25 feet from the common boundary from the common boundary line, said easement having been reserved by Robert N. Zautner and Donald G. Zautner to Elsa Feigenbaum April 24, 2007 in a deed intended to be recorded in the Office of the Clerk of the County of Albany.

SUBJECT TO an easement ingress and egress for the parking of automobiles, snow and refuse removal and the delivery of goods, and services on all areas paved or designated for parking or driving purposes, in common others for that parcel of paved parking areas measured 25 feet from the common boundary from the common boundary line in accordance with an easement granted in a deed by Robert N. Zautner and Donald G. Zautner to Elsa Feigenbaum April 24, 2007 recorded in the Office of the Clerk of the County of

LIBER 2966 PAGE 357

Albany in Book 2883 of Deeds at Page 124.

IT IS THE PURPOSE of this deed to correct the previous deed in the grant to the grantee herein dated April 24, 2007 and recorded in the Office of the Clerk of the County of Albany May 2, 2007 in Liber 2883 of Deeds at Page 124, which deed omitted the grant of the first refusal to purchase contained in the contract between the parties thereto.

Together with all the appurtenances and all the estate and rights of the parties of the first part in and to the said premises,

To have and to hold the premises herein granted unto the party of the second part, her heirs and assigns forever.

And The parties of the first part covenants as follows:

First That the party of the second part shall quietly enjoy the said premises;

Second That the parties of the first part will forever **Warrant** the title to the premises.

Third That, in compliance with Section 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

ROBERT N. ZAUTNER

DONALD G. ZAUTNER

STATE OF NEW YORK)
COUNTY OF ALBANY)

SS.:

On the 12th day of October in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT N. ZAUTNER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he duly executed the same in his individual capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public
Qualified in Albany County, New York
My Commission Expires 9/30/2010

LIBER **2966** PAGE **358**

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ~~20~~¹⁴th day of ~~October~~^{November} in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared **DONALD G. ZAUTNER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he duly executed the same in his individual capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public
Qualified in Albany County, New York
My Commission Expires 9/30/2010

File#: 2015-461

Proceeding: LIMITED ADMINISTRATION

Decedent: Robert N Zautner Sr

Date of Death: 02-22-2012

File Date: 05-12-2015

File Status: CLOSED

Letters Issued Date: NONE

Type of Letters Issued: NONE

Attorneys:

Estate Attorney: Overton Russell - Doerr
5 Computer Dr West Albany NY 12205

File#: 2015-461/A

Proceeding: PROBATE PETITION

Decedent: Robert N Zautner Sr

Date of Death: 02-22-2012

File Date: 12-05-2016

File Status: OPEN

Letters Issued Date: December 5, 2016

Type of Letters Issued: LETTERS TESTAMENTARY

Attorneys:

Estate Attorney: John Howard Breeze The Breeze Law Firm
1397 New Scotland Road P.O Box 279 Slingerlands NY 12159



SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

PROBATE PROCEEDING, WILL OF

ROBERT N. ZAUTNER, SR.

a/k/a

Deceased.

Filing Fee Paid \$ **625.00**
6 Certificates Paid \$ **36.00**
Trustee Certs. Paid \$
Prelim. Certs. Paid \$
\$ Bond, Fee: \$
Receipt No.: No.:

PETITION FOR PROBATE AND:

- ☒ Letters Testamentary
☐ Letters of Trusteeship
☐ Letters of Administration c.t.a

File No. _____

TO THE SURROGATE'S COURT, COUNTY OF ALBANY

It is respectfully alleged:

1. (a) The name, citizenship, domicile (or, in the case of a bank or trust company, its principal office) and interest in this proceeding of the petitioner are as follows:

Petitioner Information:

Name Robert N. Zautner, Jr.			Citizenship United States
Domicile Address: Street and Number 17 Arch Avenue			
City, Village or Town Albany	State New York	ZIP Code 12210	Country United States
Mailing Address: Street and Number (If different from domicile)			

City, Village or Town	State	ZIP Code	Country
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Interest: (Check One)

☒ Executor named in decedent's Will ☐ Other:

1. (b) The proposed Executor ☐ is ☒ is not an attorney.

[NOTE: A sole Executor-Attorney must comply with 22 NYCRR 207.16(e)]

1. (c) The proposed Executor ☐ is ☒ is not the attorney-draftsperson, a then-affiliated attorney or employee thereof.

[NOTE: An attorney-draftsperson, a then-affiliated attorney or employee thereof, must comply with SCPA 2307-a]

Name Mary L. Smart			Citizenship United States
Domicile Address: Street and Number 2 Jones Lane			
City, Village or Town Feura Bush	State New York	ZIP Code 12067	Country United States
Mailing Address: Street and Number (If different from domicile)			

City, Village or Town	State	ZIP Code	Country
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Interest: (Check One)

☒ Executor named in decedent's Will ☐ Other:

1. (b) The proposed Executor ☐ is ☒ is not an attorney.

[NOTE: A sole Executor-Attorney must comply with 22 NYCRR 207.16(e)]

1. (c) The proposed Executor ☐ is ☒ is not the attorney-draftsperson, a then-affiliated attorney or employee thereof.

[NOTE: An attorney-draftsperson, a then-affiliated attorney or employee thereof, must comply with SCPA 2307-a]

2. The name, domicile, date and place of death, and national citizenship of the above-named decedent are as follows:

Decedent Information:

Name Robert N. Zautner, Sr.			Citizenship United States
Domicile Address: Street and Number 1571 New Scotland Road			
City, Village or Town Slingerlands	State New York	ZIP Code 12159	Country United States
County Albany	Date of Death February 22, 2012	Place of Death Albany Medical Center Hospital	

3. The Last Will, herewith presented, relates to both real and personal property and consists of an instrument or instruments dated as shown below and signed at the end thereof by the decedent and the following attesting witnesses:

December 21, 2007

John Howard Breeze and Samantha Adams

Date of Will

Name of All Witnesses to Will

4. No other will or codicil of the decedent is on file in this Surrogate's Court, and upon information and belief, after a diligent search and inquiry, including a search of any safe deposit box, there exists no will, codicil or other testamentary instrument of the decedent later in date to any of the instruments mentioned in Paragraph 3 except as follows: ☒ None

5. The decedent was survived by distributees classified as follows:

- a. ☐ **NO** Spouse (husband/wife).
- b. ☐ **4** Child or children and/or issue of predeceased child or children. *[Must include marital, nonmarital, adopted, or adopted-out child under DRL Section 117]*
- c. ☒ **X** Mother/Father.
- d. ☒ **X** Sisters and/or brothers, either of the whole or half blood, and issue of predeceased sisters and/or brothers (nieces/nephews, etc.).
- e. ☒ **X** Grandparents. *[Include maternal and paternal]*
- f. ☒ **X** Aunts and/or uncles, and children of predeceased aunts and/or uncles (first cousins). *[Include maternal and paternal]*
- g. ☒ **X** First cousins once removed (children of predeceased first cousins). *[Include maternal and paternal]*

6. The names, relationships, domicile and addresses of all distributees (under EPTL 4-1.1 and 4-1.2) of each person designated in the Will herewith presented as primary executor, of all persons adversely affected by the purported exercise by such Will of any power of appointment, of all persons adversely affected by any codicil and of all persons having an interest under any other will of the decedent on file in the Surrogate's Court, are hereinafter set forth in subdivisions (a) and (b).

[If the propounded will purports to revoke or modify an inter vivos trust or any other testamentary substitute, list the names, relationships, domicile and addresses of the trustee and beneficiaries affected by the will in subparagraphs (a) and (b) below. **Submit trust agreement.**]

6. (a) All persons and parties so interested who are of **full age and sound mind** or which are corporations or associations, are as follows:

Name Robert N. Zautner, Jr.			
Domicile Address: Street and Number 17 Arch Avenue			
City, Village or Town Albany	State New York	ZIP Code 12210	Country United States
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Relationship Son			
Description of Legacy, Devise or Other Interest			

Distributee, Specific Beneficiary

Nature of Fiduciary Status (if applicable)

Primary Executor

Name Mary L. Smart			
Domicile Address: Street and Number 2 Jones Lane			
City, Village or Town Feura Bush	State New York	ZIP Code 12067	Country United States
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Relationship Daughter			
Description of Legacy, Devise or Other Interest			

Distributee, Contingent Beneficiary

Nature of Fiduciary Status (if applicable)

Primary Executrix

Name Erin Hulverson			
Domicile Address: Street and Number 2109 West Bananza Lane			
City, Village or Town Phoenix	State Arizona	ZIP Code 85085	Country United States
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Relationship Granddaughter			
Description of Legacy, Devise or Other Interest			

Distributee, Contingent Beneficiary

Nature of Fiduciary Status (if applicable)

6. (a) Persons and parties of full age and sound mind: (continued)

Name Torre Rivers			
Domicile Address: Street and Number 1 Spruce Court			
City, Village or Town Voorheesville	State New York	ZIP Code 12186	Country United States
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Relationship Granddaughter			
Description of Legacy, Devise or Other Interest			
Distributee, Contingent Beneficiary			
Nature of Fiduciary Status (if applicable)			

6. (b) All persons so interested who are **persons under disability**, are as follows: ☒ **None**

7. (a) The names and domiciliary addresses of all substitute or successor executors and of all trustees, guardians, legatees, devisees, and other beneficiaries named in the Will and/or trustees and beneficiaries of any inter vivos trust designated in the propounded Will other than those named in Paragraph 6 herewith are as follows:

Name NONE			
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Description of Legacy, Devise or Other Interest			
Nature of Fiduciary Status (if applicable)			
Name			
Domicile Address: Street and Number			
City, Village or Town	State	ZIP Code	Country
Mailing Address: Street and Number (If different from domicile)			
City, Village or Town	State	ZIP Code	Country
Description of Legacy, Devise or Other Interest			
Nature of Fiduciary Status (if applicable)			

7. (b) All such legatees, devisees and other beneficiaries who are persons under disability are as follows:

☒ **None**

I, Robert N. Zautner, Sr., residing at 1571 New Scotland Road, Slingerlands in the Town of Bethlehem, Albany County, New York, declare this to be my last Will and revoke all Wills and Codicils heretofore made by me.

FIRST: I give, devise and bequeath all of my "Toll Gate" Business and my lands and buildings located at 1569 New Scotland Road, Slingerlands, NY known as the "Toll Gate" and the "Toll Gate Annex" to my son Robert N. Zautner, Jr., residing at Albany, N Y if he shall survive me and if not,

- A. Two thirds to my daughter Mary Smart, residing at Albany, NY.
- B. One third to be divided in equal shares between my daughter-in-law Barbara Hallenbeck, residing at Rensselaer, NY, my granddaughter Torri Hallenbeck Rivers, residing at Schenectady, NY and my granddaughter Erin Halverson, residing at Tempe, AZ. I further direct that these gifts shall not lapse upon the death of any beneficiary in this paragraph.

SECOND: I appoint my son Robert N. Zautner and my daughter Mary Smart, as the Co-Executors of my Will and if one of them is unwilling or unable to accept this appointment, I nominate, constitute and appoint the other as sole Executor. I direct that said Executors shall serve without bond or security.

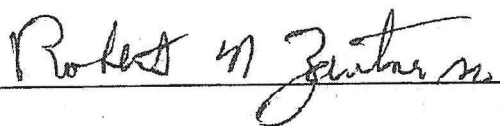
INITIALS OF ROBERT N. ZAUTNER, SR.

RN Z

THIRD: I give said Executors the fullest power and authority in all matters and questions, to do all acts which I might or could do if living, including without limitation, complete power and authority to invest, sell, borrow against, mortgage, lease and dispose of and distribute in kind, all property real and personal, at such times and upon such terms and conditions as she or he may deem advisable.

FOURTH: I direct that my Co-Executors pay out of my residuary estate without apportionment, all estate, inheritance, and like taxes imposed by the government of the United States, or any state or territory thereof, or by any foreign government or political subdivision thereof, in respect of all property required to be included in my gross estate for estate or like tax purposes by any such governments, whether the property passes under this Will or otherwise, without contribution by any recipient of any such property.

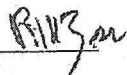
IN WITNESS WHEREOF, I hereafter sign my name and publish and declare this to be my Last Will in the presence of the persons witnessing it at my request this 21st day of December, 2007.



Robert N. Zautner, Sr.

The foregoing instrument, consisting of this and two other typewritten page, each identified by the initials of the Testator, was signed, published and declared by Robert N. Zautner, Sr., Testator, to be his Last Will and Testament, in our presence and we, at his request, and in his presence and in the presence of each other, have hereunto subscribed our names as

INITIALS OF ROBERT N. ZAUTNER



witnesses, this 21st day of December, 2007 at Slingerlands, New York, this attestation clause having been read aloud in the presence of the Testator.

A handwritten signature in cursive script, appearing to read "John Howard Breeze", written over a horizontal line.

John Howard Breeze, residing at Bullock Road, Slingerlands, NY 12159

A handwritten signature in cursive script, appearing to read "Samantha Adams", written over a horizontal line.

Samantha Adams, residing at 658 Clipp Raod, Voorheesville, New York 12186

INITIALS OF ROBERT N. ZAUTNER

Handwritten initials "RNZ" in a stylized cursive script, with a small flourish at the end.

Affidavit of Attesting Witness to Will

In the Matter
of
The Execution of the Last Will and Testament
of
Robert N. Zautner, Sr.

STATE OF NEW YORK }
COUNTY OF ALBANY } ss.:

John Howard Breeze and Samantha L. Adams, being severally duly sworn, depose and state:

That I, John Howard Breeze have offices at 1397 New Scotland Road in the Town of Bethlehem, County of Albany, State of New York, and am over eighteen (18) years of age, and that I, Samantha L. Adams reside at Clipp Road, in the Town of New Scotland, County of Albany, State of New York, and am over eighteen (18) years of age.

That we are acquainted with Robert N. Zautner, Sr., hereinafter referred to as the Testator of 1571 New Scotland Road, Slingerlands, New York.

That we were present and saw the said Testator subscribe his name at the end of a paper writing, dated the 21st day of December, 2007, and heard the Testator publish and declare the same to be his Last Will and Testament and that the said instrument was duly executed at Albany, New York.

That Testator, at the time of the aforesaid subscription and declaration, requested each of us to sign our names as witnesses thereto.

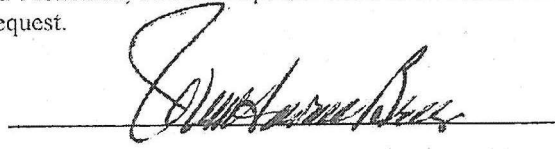
That each of us signed our names as such witnesses below the signature of the Testator, in the presence of each other and in the presence of the Testator.

That at the time of execution, the Testator stated that he was of the age of eighteen (18) years or over.

That at the time of the execution, in our opinion, Testator, was of sound mind, memory and understanding, and not under any mental or physical restraint and was in all respects competent to make a Last Will and Testament.

That Testator, at the time of execution, signed only one copy of the said Last Will and Testament.

That immediately following execution of the said Last Will and Testament, Testator requested each of us to make this affidavit and this affidavit is made in accordance with such request.



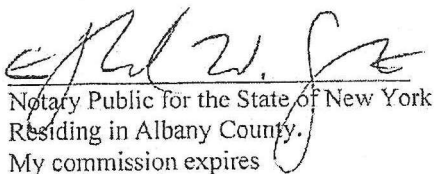
John Howard Breeze



Samantha L. Adams

Sworn to before me this

21st day of December, 2007


Notary Public for the State of New York
Residing in Albany County.
My commission expires

Edward W. Stano
Notary Public, State of New York
Qualified in Erie County
Commission Expires 04/26 2008

ROBERT N. ZAUTNER, SR.

LAST WILL

DECEMBER 21, 2007

BREEZE & STANO, PLLC
1397 NEW SCOTLAND ROAD
P.O. Box 279
SLINGERLANDS, NEW YORK 12159-0279
TEL. (518) 439-9936
FAX (518) 439-7915

On the Date Written Below LETTERS are Granted by the Surrogate's Court, State of New York as follows:

Name of Decedent: **Robert N Zautner Sr**

File #: **2015-461/A**

Date of Death: **February 22, 2012**

Domicile of Decedent: **Town of Bethlehem**

Fiduciary Appointed: **Robert N Zautner Jr**

Mailing Address **17 Arch Avenue
Albany NY 12203**

Mary Smart

**2 Jones Avenue
Feura Bush NY 12067**

Letters Issued: **LETTERS TESTAMENTARY**

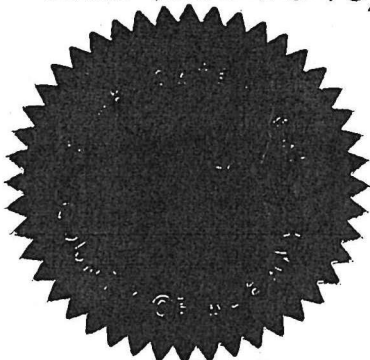
Limitations: **NONE**

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: *December 5, 2016*

IN TESTIMONY WHEREOF, the seal of the Albany County Surrogate's Court has been affixed.

WITNESS, Hon Stacy L. Pettit, Judge of the Albany County Surrogate's Court.



Stacy L. Pettit

Hon. Stacy L. Pettit

These Letters are Not Valid Without the Raised Seal of the Albany County Surrogate's Court

Attorney:

John Howard Breeze

The Breeze Law Firm

1397 New Scotland Road P.O Box 279

Slingerlands NY 12159

