

County of Albany

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



Meeting Agenda

Thursday, May 26, 2022

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. 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:

3. AMENDING THE 2022 STORMWATER COALITION BUDGET: MEMBERSHIP DUES
4. AMENDING THE 2022 WATER PURIFICATION DISTRICT BUDGET: ADMINISTRATIVE ADJUSTMENTS
5. AMENDING THE 2022 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: OVERTIME
6. AUTHORIZING A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT WITH ALTAMONT ROAD SOLAR, LLC REGARDING REAL PROPERTY LOCATED AT ALTAMONT ROAD (TAX MAP NO. 72.-1-65) IN THE TOWN OF NEW SCOTLAND
7. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2021 THROUGH MARCH 31, 2022
8. ADOPTING A DECLARATION OF INTENT REGARDING REIMBURSE OF EXPENDITURES FOR RENOVATIONS AT THE CAPITAL DISTRICT YOUTH CENTER
9. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 10 MORTON AVENUE (TAX MAP NO. 76.57-5-20) IN THE CITY OF ALBANY
10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 224 REMSEN STREET (TAX MAP NO. 10.67-5-19) IN THE CITY OF COHOES

County of Albany

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



Meeting Minutes

Thursday, April 28, 2022

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Matthew T. Peter, Nathan L. Bruschi, Paul J. Burgdorf, William M. Clay, Mark E. Grimm, Raymond F. Joyce, Lynne Lekakis and David B. Mayo

1. APPROVING PREVIOUS MEETING MINUTES

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

2. 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.

CURRENT BUSINESS:**3. AMENDING RESOLUTION NO. 83 FOR 2022 REGARDING AMENDMENTS TO THE 2022 SHERIFF'S OFFICE BUDGET**

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

4. AUTHORIZING A CORRECTION TO THE TAX ROLL FOR 2607 2ND AVENUE IN THE TOWN OF COLONIE

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

5. AUTHORIZING THE CANCELLATION AND CHARGE BACK OF AN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIEN ON 25 DELAWARE AVENUE IN THE CITY OF ALBANY AND CHARGE BACK OF THE AMOUNT CREDITED IN CONNECTION WITH SAID LIEN

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

6. AUTHORIZING AN AGREEMENT WITH CMA CAPITAL MARKET ADVISORS LLC REGARDING AMERICA RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2022 ALBANY COUNTY BUDGET

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

7. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 401 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT 601 23RD STREET (TAX MAP NO. 32.50-2-21) IN THE CITY OF WATERVLIET

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

8. AMENDING RESOLUTION NO. 86 FOR 2022 REGARDING AUTHORIZATION TO CONVEY OF REAL PROPERTY LOCATED AT 467 ORANGE STREET (TAX MAP NO. 65.63-1-58) 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.

9. AMENDING THE 2022 DEPARTMENT OF SOCIAL SERVICES BUDGET: ADMINISTRATIVE ADJUSTMENTS

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

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, Efekoro and Ms. Lekakis:

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



Stormwater Coalition of Albany County

Members

Albany County

City of Albany

Town of
Bethlehem

City of Cohoes

Town of
Colonie

Village of
Green Island

Town of
Guilderland

Village of
Menands

Town of New
Scotland

Village of
Voorheesville

City of
Watervliet

University at
Albany-SUNY

Support

Capital District
Regional Planning
Commission

April 29, 2022

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

Dear Chairman Joyce:

This is a request for legislative action to amend the 2022 Stormwater Coalition budget, as follows:

Increase Membership Dues line (8021 02414) by \$4704.00

Increase Fees For Services line (8021 44046) by \$4704.00

The Stormwater Coalition Intermunicipal Agreement and Memorandum of Understanding (IMA-MOU) allows interested municipalities regulated under the Clean Water Act MS4 Permit to join the Coalition provided it is approved by both the Coalition Board of Directors and the governing board of the interested municipality.

Recently all interested parties provided documentation of the necessary approvals such that the Village of Altamont intends to join the Coalition June 1, 2022 with dues set at \$4704. A budget amendment is necessary to incorporate this funding into the Coalition budget.

If you have questions, please contact me at 447-5645 or Nancy.Heinzen@albanycountyny.gov. Thank you for considering this request.

Sincerely,

Nancy Heinzen
Director/Program Coordinator

Cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Esq., Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-3303, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment - Village of Altamont Membership

Date: April 22, 2022
Submitted By: Nancy Heinzen
Department: Stormwater Coalition
Title: Director
Phone: 518-447-5645
Department Rep.
Attending Meeting: Nancy Heinzen

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.: A8021 02414
Source of Funds: Member Dues
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: Clean Water Act MS4 Permit

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

County Budget Accounts:

Revenue Account and Line: 8021 02414
Revenue Amount: \$4704

Appropriation Account and Line: 8021 44046
Appropriation Amount: \$4704

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: 100

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Stormwater Coalition Intermunicipal Agreement and Memorandum of Understanding (IMA-MOU) allows interested municipalities regulated under the Clean Water Act MS4 Permit to join the Coalition provided it is approved by both the Coalition Board of Directors and the governing board of the interested municipality.

Recently all interested parties provided documentation of the necessary approvals such that the Village of Altamont intends to join the Coalition June 1, 2022 with dues set at \$4704. A budget amendment is necessary to incorporate this funding into the Coalition budget, as follows:

Increase Membership Dues line (8021 02414) by \$4704.00
Increase Fees For Services line (8021 44046) by \$4704.00

IIID PROGRAM BUDGET AMENDMENT

APPROPRIATIONS						
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
A 8021 44046	Fees For Services	4,704.00			Stormwater Coalition	
	TOTAL APPROPRIATIONS	4,704.00	0.00			
ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
A 8021 02414	Membership Dues		4,704.00		Stormwater Coalition	
	TOTAL ESTIMATED REVENUES	0.00	4,704.00			
	GRAND TOTALS	4,704.00	4,704.00			



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
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 27, 2022

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

Re: Budget Transfers

Dear Mr. Joyce

The Albany County Water Purification District (District) is requesting approval of a budget transfer to fund the Chief of Instrumentation salary line from July 1 through December 31, 2022.

A summary of the transfer request is as follows:

<i>Decrease Compensatory Line (G98130.1.9952):</i>	<i>\$ 20,000</i>
<i>Increase Chief of Instrumentation Line (G98130.1.3630):</i>	<i>\$ 20,000</i>

The budget transfer will allow us to fill the vacant Chief of Instrumentation position in July of this year. The 2022 full year salary for the position is \$77,407.

The requested transfer is not anticipated to negatively impact the District's 2022 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

				APPROPRIATIONS													
		ACCOUNT NO.		RESOLUTION DESCRIPTION		INCREASE		DECREASE		2022Salary		DEPARTMENT NAME					
G	8130	1	9952	Compensatory				\$	20,000.00			Water Purification					
G	8130	1	3630	Chief of Instrumentation		\$	20,000.00			\$	77,407.00	Water Purification					
				TOTAL APPROPRIATIONS		\$	20,000.00	\$	20,000.00								
				ESTIMATED REVENUES													
				RESOLUTION DESCRIPTION		INCREASE		DECREASE				DEPARTMENT NAME					
				TOTAL ESTIMATED REVENUES													
				GRAND TOTALS		\$	20,000.00	\$	20,000.00								



County of Albany

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

Legislation Text

File #: TMP-3317, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment to fund the Chief of Instrumentation salary line from July 1 through December 31, 2022

Date: 4/27/2022
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-598-9588
Department Rep. Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: \$20,000 (Chief of Instrumentation G98130.1.3630)
Source of Funds: Compensatory Line (G98130.1.9952)
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: Chief of Instrumentation (G98130.1.3630)

Appropriation Amount: \$20,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 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 transfer of \$20,000 into the Chief of Instrumentation salary line will allow us to fund the line from July 1, 2022 through December 2022 with the intent to fill the vacant line in July of this year. The Chief of Instrumentation position will be based on annual salary of \$77,407.



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

April 25, 2022

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 it's 2022 budget.

This request is being made so that we can properly fund overtime, agency, stipend and information technology budget lines. Due to the inability to find budgeted staffing line personnel, we have been forced to use the above budget lines and, therefore, they need to be funded for the current expenses being made to those budget lines. Since we are utilizing existing budget lines to fund the above, these revisions will be budget neutral.

If any additional information is required, please do not hesitate to contact me.

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-3305, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Shaker Place Rehabilitation and Nursing Center Request to Amend 2022 Budget

Date: April 25, 2022
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.: See attachment

Source of Funds: See attachment

Title Change: N/A

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):

Shaker Place Rehabilitation and Nursing Center

100 Heritage Lane

Albany, New York 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,634,821.00

Scope of Services: Shaker Place Rehabilitation and Nursing Center is requesting to amend its 2022 budget in order to fund overtime, agency, stipend and information technology budget lines. Due to the inability to find budgeted staffing line personnel we continue to use overtime, agency and issue stipends to staff, therefore, these budget lines must be increase so they are properly funded and this will be funded by reducing existing staffing budget lines/titles. This approval if granted will be budget neutral as we are defunding a portion of the budgeted lines (see attachment).

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: New York State Department of Health and Centers for Medicaid and Medicare Services

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: See attachment
Appropriation Amount: \$1,634,821.00

Source of Funding - (Percentages)

Federal:	0
State:	0
County:	100
Local:	0

Term

Term: (Start and end date) 1/1/2022 through 12/31/2022
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

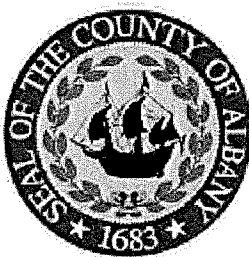
Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center respectfully requests to amend its 2022 budget in order to properly fund overtime, agency, stipend and information technology budget lines. Since existing budget lines are being utilized, these revisions will be budget neutral.

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020 12122	640023 HEAD NURSE NH		\$ 21,428	\$ 43,504	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640027 HEAD NURSE NH		\$ 21,428	\$ 43,504	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640031 HEAD NURSE NH		\$ 21,428	\$ 43,504	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640032 HEAD NURSE NH		\$ 21,428	\$ 43,504	Shaker Place Rehabilitation and Nursing Center
NH6020 12122	640036 HEAD NURSE NH		\$ 24,105	\$ 48,939	Shaker Place Rehabilitation and Nursing Center
NH6020 12126	640052 NURSE SUPERVISOR NYSUT		\$ 10,302	\$ 20,917	Shaker Place Rehabilitation and Nursing Center
NH6020 12126	640053 NURSE SUPERVISOR NYSUT		\$ 10,302	\$ 20,917	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640057 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640058 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640070 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640072 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640076 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640086 REGISTERED NURSE ACNH		\$ 18,378	\$ 37,314	Shaker Place Rehabilitation and Nursing Center
NH6020 12128	640091 REGISTERED NURSE ACNH		\$ 55,691	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 12129	640092 REGISTERED NURSE PT 22.5		\$ 7,351	\$ 14,926	Shaker Place Rehabilitation and Nursing Center
NH6020 12129	640095 REGISTERED NURSE PT 22.5		\$ 7,351	\$ 14,926	Shaker Place Rehabilitation and Nursing Center
NH6020 12129	640099 REGISTERED NURSE PT 22.5		\$ 7,351	\$ 14,926	Shaker Place Rehabilitation and Nursing Center
NH6020 12155	641017 PHYSICAL THERAPIST		\$ 22,854	\$ 46,401	Shaker Place Rehabilitation and Nursing Center
NH6020 12540	640967 FISCAL OFFICER II		\$ 86,420	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 13132	640175 LICENSED PRACTICAL NURSE 35		\$ 14,507	\$ 29,454	Shaker Place Rehabilitation and Nursing Center
NH6020 13132	640185 LICENSED PRACTICAL NURSE 35		\$ 16,880	\$ 34,273	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640167 LICENSED PRACTICAL NURSE PT		\$ 3,171	\$ 6,439	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640178 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640183 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640184 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640777 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640780 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 13134	640781 LICENSED PRACTICAL NURSE PT		\$ 5,803	\$ 11,782	Shaker Place Rehabilitation and Nursing Center
NH6020 14415	640200 SECURITY GUARD		\$ 10,500	\$ 21,317	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640220 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640234 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640236 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640237 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640244 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640263 NURSING ASSISTANT		\$ 10,643	\$ 21,610	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640265 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640296 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640297 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640314 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640317 NURSING ASSISTANT		\$ 28,419	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640319 NURSING ASSISTANT		\$ 10,300	\$ 20,912	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640321 NURSING ASSISTANT		\$ 10,643	\$ 21,610	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640339 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640342 NURSING ASSISTANT		\$ 10,065	\$ 20,436	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640343 NURSING ASSISTANT		\$ 10,065	\$ 20,436	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640369 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640370 NURSING ASSISTANT		\$ 10,643	\$ 21,610	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640373 NURSING ASSISTANT		\$ 10,300	\$ 20,912	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640378 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640379 NURSING ASSISTANT		\$ 28,419	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640383 NURSING ASSISTANT		\$ 9,379	\$ 19,041	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640393 NURSING ASSISTANT		\$ 10,065	\$ 20,436	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640407 NURSING ASSISTANT		\$ 10,300	\$ 20,912	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640416 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640810 NURSING ASSISTANT		\$ 10,300	\$ 20,912	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640814 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640816 NURSING ASSISTANT		\$ 28,419	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15112	640817 NURSING ASSISTANT		\$ 11,330	\$ 23,004	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640424 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640425 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640438 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640448 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640828 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640829 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640830 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640831 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640832 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640833 NURSING ASSISTANT PT 22.5		\$ 3,751	\$ 7,617	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640834 NURSING ASSISTANT PT 22.5		\$ 11,367	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640835 NURSING ASSISTANT PT 22.5		\$ 11,367	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15114	640836 NURSING ASSISTANT PT 22.5		\$ 11,367	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 15151	641015 OCCUPATIONAL THERAPY ASSISTANT		\$ 12,488	\$ 25,354	Shaker Place Rehabilitation and Nursing Center
NH6020 15291	640499 LEISUR TIM ACTIVITIES LDR		\$ 8,860	\$ 17,988	Shaker Place Rehabilitation and Nursing Center
NH6020 15293	640513 ACTIVITIES ASSISTANT		\$ 7,928	\$ 16,096	Shaker Place Rehabilitation and Nursing Center
NH6020 15294	640516 ACTIVITIES ASSISTANT PT 22.5		\$ 4,847	\$ 9,841	Shaker Place Rehabilitation and Nursing Center
NH6020 16198	640482 FISCAL ASSISTANT III		\$ 60,131	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 16615	640570 MESSENGER		\$ 26,967	\$ 1	Shaker Place Rehabilitation and Nursing Center
NH6020 17416	640583 BARBER PT 7.5		\$ 3,984	\$ 8,088	Shaker Place Rehabilitation and Nursing Center

NH6020	18009	640965	ASSISTANT COOK	\$	3,971	\$	8,061	Shaker Place Rehabilitation and Nursing Center
NH6020	18009	640966	ASSISTANT COOK	\$	3,971	\$	8,061	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640610	FOOD SERVICE HELPER	\$	10,366	\$	21,045	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640617	FOOD SERVICE HELPER	\$	9,649	\$	19,591	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640633	FOOD SERVICE HELPER	\$	7,928	\$	16,096	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640634	FOOD SERVICE HELPER	\$	7,928	\$	16,096	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640636	FOOD SERVICE HELPER	\$	9,619	\$	19,530	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640640	FOOD SERVICE HELPER	\$	9,842	\$	19,983	Shaker Place Rehabilitation and Nursing Center
NH6020	18017	640662	FOOD SERVICE HELPER PT 16	\$	3,624	\$	7,359	Shaker Place Rehabilitation and Nursing Center
NH6020	18017	640667	FOOD SERVICE HELPER PT 24	\$	6,749	\$	13,702	Shaker Place Rehabilitation and Nursing Center
NH6020	18120	640947	ENVIRONMENTAL SERVICE AIDE	\$	7,928	\$	16,096	Shaker Place Rehabilitation and Nursing Center
NH6020	18120	640949	ENVIRONMENTAL SERVICE AIDE	\$	10,366	\$	21,045	Shaker Place Rehabilitation and Nursing Center
NH6020	19900		Overtime	\$	250,000	\$	1,450,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19922		Retention Stipend	\$	250,000	\$	325,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19945		Charge Pay			\$	10,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19949		Experience Differential			\$	50,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22150		Maintenance Equipment			\$	25,000	Shaker Place Rehabilitation and Nursing Center
NH6020	44040		Books & Periodicals	\$	1,000	\$		Shaker Place Rehabilitation and Nursing Center
NH6020	44069		Other Medical Services	\$	1,005,441	\$		Shaker Place Rehabilitation and Nursing Center
NH6020	44071		Property Repair & Rental	\$	25,000	\$		Shaker Place Rehabilitation and Nursing Center
NH6020	44903		Shared Service Charges	\$	67,757	\$		Shaker Place Rehabilitation and Nursing Center
NH6020	89010		Employee Benefits			\$	146,848	Shaker Place Rehabilitation and Nursing Center
NH6020	89060		Employee Benefits			\$	216,757	Shaker Place Rehabilitation and Nursing Center
TOTAL APPROPRIATIONS				\$	1,599,198	\$	1,599,198	

ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES		\$	-	\$	-
GRAND TOTAL		\$	1,599,198	\$	1,599,198



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

April 15, 2022

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

Re: Request for authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Altamont Road Solar, LLC

Dear Chairman Joyce,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Altamont Road Solar, LLC ("OWNER"). The owner is proposing to develop a 4 Megawatt AC solar energy system on a parcel of land located within the Town of New Scotland ("TOWN") at Altamont Rd (Tax Map #72.-1-65).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$865 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$3,460.00. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

Please contact me with any questions.

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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-3281, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT agreement with Altamont Road LLC

Date: 4/15/2022
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) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Altamont Road LLC
30 Century Hill Dr, Ste 301
Latham, NY 12110

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:

Will be included in the 2023 budget

Revenue Amount:

\$3,460 / year with two percent annual escalator for 15 yrs

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)

1/1/2023 - 12/31/2038

Length of Contract:

15 years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Altamont Road Solar, LLC ("OWNER"). The owner is proposing to develop a 4 Megawatt AC solar energy system on a parcel of land located within the Town of New Scotland ("TOWN") at Altamont Rd (Tax Map #72.-1-65).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$865 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$3,460.00. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF NEW SCOTLAND ASSESSOR

and

ALTAMONT ROAD SOLAR, LLC

Dated as of _____, 2022

RELATING TO THE PREMISES LOCATED AT
ALTAMONT ROAD (Tax Map #72.-1-65)
IN THE TOWN OF NEW SCOTLAND,
ALBANY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 (“Agreement”), effective as of the _____ day of _____, 2022 (“Effective Date”), is by and between ALTAMONT ROAD SOLAR, LLC, a foreign limited liability company authorized to do business in the State of New York, with [a] its principal place of business located at 30 Century Hill Drive, Suite 301, Latham, NY 12110 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation with [a] its principal [place of business] office located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF NEW SCOTLAND ASSESSOR, having their office located at 2029 New Scotland Road, Slingerlands, New York 12159 (“Assessor”).

The Owner, the County, and the Assessor are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

The County is herein referred to as the “Taxing Jurisdiction.”

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

Annual Payment – shall mean annual payments made by the Owner to the County on behalf of the Taxing Jurisdiction in lieu of real property taxes attributable to the Project.

Assessor – shall mean the appropriate officer or officers charged with assessing the value of real property for purposes of determining real property taxes levied by the Taxing Jurisdiction.

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department.

County – shall mean the County of Albany, New York.

Exemption – shall mean the real property tax exemption granted pursuant to RPTL 487.

Fiscal Year – shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

Notice of Termination – shall mean a letter sent by U.S Certified. Mail to all Taxing Jurisdiction informing them that the Owner is discontinuing the production of electricity and is decommissioning its equipment.

Owner – shall mean the owner of the solar array.

Project – shall mean the solar energy system that the Owner plans to build and operate.

Property – shall mean the description of land as described in Exhibit A.

Solar Energy System – is as defined in RPTL 487 (1)(b).

Taxable Status Date – shall mean March 1st of each fiscal year.

Taxing Jurisdiction – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately four (4) Megawatts AC on a parcel of land located within the Town of New Scotland, Albany County at Altamont Rd and identified as Town of New Scotland SBL # 72.-1-65, as described in Exhibit A (“Property”); and

WHEREAS, the Taxing Jurisdiction have not opted out of RPTL 487; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdiction have indicated their intent to require a payment in lieu of taxes agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the Assessor an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems (“Form RP-487”), demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL 487(4); and

WHEREAS, the Town of New Scotland has opted out of RPTL 487 pursuant to the requirements set forth in RPTL 487 (8)(a), and as such the project will not be exempt from Town of New Scotland real property taxation; and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487 (“Exemption”).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing Jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to Exemption, and Owner has submitted all required documentation and received all necessary approvals related there to.

1.2 The Taxing Jurisdiction hereby [respectively] represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction [are each] is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

2.0 Tax Exemption; Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Form RP-487 has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes attributable to the Project for a period of fifteen (15) consecutive fiscal tax years in amounts and at the times set forth in Sections 2.3 and 4.0 ("Annual Payments"). The Parties agree that Annual Payments may not exceed the amounts that would otherwise be payable by Owner to the Taxing Jurisdiction in respect to the Project but for the Exemption. Such fifteen (15) year term shall commence on January 1st of the year immediately following the earlier of (a) the Completion Date, or (b) the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to RPTL 487 ("Commencement Date"), and shall end on the fifteenth Fiscal Year thereafter ("Term").

2.3 Payments. The first Annual Payment shall be in the amount of Eight Hundred Sixty Five Dollars (\$865.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of four (4) Megawatts AC, Annual Payments to be made by Owner to the Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Sections 4.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure by the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this Section.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction's respective tax rate, and the Taxing Jurisdiction agree that the Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction's respective tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include any property taxes due and payable to the Town of New Scotland, any special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such Town of New Scotland, special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of

electricity (the “Completion Date”), the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit “B” will be increased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

3.2 Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Completion Date, the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit “B” shall be increased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

4.0 Payment Collection.

4.1 Payment to the Taxing Jurisdiction. Annual Payments to the Taxing Jurisdiction as specified in Exhibit “B” hereof shall be made in lawful money of the United States of America by check payable to the Albany County Treasurer and mailed to the County of Albany, 112 State Street, Room 1200, Albany, New York 12207, Attn: Albany County Treasurer, and are due no later than January 31st of each Fiscal Year (the “Annual Payment Date”).

4.2 Late Payments. All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late tax payments under New York Law (“Interest”), and are subject to a late fee equal to twelve percent (12%) of any outstanding amount due. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other Court costs, and all other costs incurred by the Taxing Jurisdiction in the collection of its share of any unpaid amounts required by this Agreement to have been paid.

4.3 Failure to Pay. In the event of the failure by the Owner to make the required Annual Payment, subject to the provisions of Section 13.0 the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdiction shall have the right to at its sole discretionary option pursue any remedy that it may have against the Project and/or Property pursuant to RPTL Article Eleven, Title 3, and/or against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Exemption. The Parties acknowledge and agree that the Project is to be assessed as exempt from real property taxation in accordance with and to the extent authorized by RPTL 487. The Taxing Jurisdiction agree as long as the Owner timely pays the Annual Payments throughout the Term and upon the terms and conditions of this Agreement, the Taxing Jurisdiction will not levy any ad valorem real property taxes with respect to the Project to which the Project might otherwise be subject to under New York law.

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other

taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

5.3 Tax Certiorari. Provided that the Project is recognized as exempt upon the assessment rolls of the Taxing Jurisdiction in accordance with RPTL 487 during each Fiscal Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable State or Federal law, for the review of any assessment covered by this Agreement.

5.4 Separate Lots. [Intentionally omitted].

6.0 Underlying Land. Notwithstanding anything to the contrary contained in this Agreement, the Owner hereby acknowledges and agrees that the Taxing Jurisdiction shall continue to assess and levy real property taxes against the Property upon which the Project is constructed.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner the restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdiction, in their respective sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Albany County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party shall hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Parties reasonably request[s] for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable

attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: Altamont Road Solar, LLC
c/o Borrego Solar Systems, Inc.
30 Century Hill Drive, Suite 301
Latham, NY 12110

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street, Room 600
Albany, New York 12207

If to the Assessor:

Town of New Scotland
Office of the Assessor
2029 New Scotland Rd
Slingerlands, New York 12159

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all

matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

12.1 The Owner may terminate this Agreement in the event the Owner provides notice to the Taxing Jurisdiction that it is discontinuing the production of electricity and is de-commissioning its equipment (a “Notice of Termination”).

12.2 Upon Owner’s delivery of the Notice of Termination, the Owner shall annually pay to the Taxing Jurisdiction, on or before January 31st of each Fiscal Year, an amount equal to the assessed value of the Project for such Fiscal Year, as determined in accordance with the provisions of the RPTL, multiplied by the respective tax rate of the Taxing Jurisdiction for such Fiscal Year that would be applicable to Project without regard to the application of RPTL 487 to the Project. Owner shall be liable for Annual Payments due in the Fiscal Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, the Annual Payments for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

12.3 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written Notice of Termination to Owner if:

12.4 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date; or

12.5 Owner has filed, or has had filed against it, a petition for voluntary or involuntary bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.3 Upon the Taxing Jurisdiction delivery of a Notice of Termination and the Owner’s failure to cure any default within thirty (30) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdiction have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdiction may at its sole discretionary option pursue any remedy that it may have against the Project and/or Property pursuant to RPTL Article Eleven, Title 3, and/or against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

13.0 Remedies; Waiver and Notice.

13.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other remedy or remedies provided by this Agreement, but each

and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

13.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

13.3 No Waiver. In the event any provision contained in this Agreement should be breached by any Party and thereafter duly waived by the other Party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

14.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

15.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

16.0 No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

17.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any Court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

18.0 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

ALTAMONT ROAD SOLAR, LLC

By: _____

Name

Title

Date

COUNTY OF ALBANY, NEW YORK

By: _____

Name

Title

Date

TOWN OF NEW SCOTLAND ASSESSOR

By: _____

Name

Title

Date

EXHIBIT “A”

DESCRIPTION OF LAND

To be added before execution.

EXHIBIT “B”
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$3,460.00
Year 2	\$3,529.20
Year 3	\$3,599.78
Year 4	\$3,671.78
Year 5	\$3,745.22
Year 6	\$3,820.12
Year 7	\$3,896.52
Year 8	\$3,974.45
Year 9	\$4,053.94
Year 10	\$4,135.02
Year 11	\$4,217.72
Year 12	\$4,302.08
Year 13	\$4,388.12
Year 14	\$4,475.88
Year 15	\$4,565.40



**Department of
Taxation and Finance**

April 27, 2022

Mr. Bruce A. Hidley
Albany County Clerk
16 Eagle Street
Albany, NY 12207-1077

Re: Semi-Annual Report for the period October 1, 2021 through March 31, 2022.

Dear Mr. Hidley,

Your joint Semi-Annual Report, NY Form AU-202, which we received on April 26, 2022, is approved. The net amount of \$5,860,480.35 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer

Joseph Mayer
Excise Tax Technician 2
Telephone: (518) 862-6074

New York State Mortgage Tax Semi-Annual Report
County of Albany for the period: OCTOBER 1, 2021 through MARCH 31, 2022
Cash Statement for Taxes Collected Pursuant to Article 11

DISTRIBUTION STATEMENT: Columns 1 through 5: The taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and to correct errors are recorded in columns 3 and 4 respectively. Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT: Column 6: This column is the net amount due each tax district, for which the County of Albany shall issue its warrants.

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of *Taxes Collected* as adjusted and corrected	6 Net Amount due each tax district
City of Albany	\$ 1,357,904.48			\$ 1,357,904.48	\$ 1,334,680.31
Town of Berne	\$ 43,682.38			\$ 43,682.38	\$ 42,935.28
Town of Bethlehem	\$ 912,395.05			\$ 912,395.05	\$ 896,790.40
Town of Coeymans	\$ 120,396.00			\$ 120,396.00	\$ 118,336.87
City of Cohoes	\$ 231,962.76			\$ 231,962.76	\$ 227,995.51
Town of Colonie	\$ 1,330,624.21			\$ 2,039,655.15	\$ 2,004,771.03
Town of Green Island	\$ 58,133.00			\$ 58,133.00	\$ 57,138.75
Town of Guilderland	\$ 724,557.24			\$ 724,557.24	\$ 712,165.17
Town of Knox	\$ 39,733.75			\$ 39,733.75	\$ 39,054.19
Town of New Scotland	\$ 236,942.95			\$ 236,942.95	\$ 232,890.53
Town of Rensselaerville	\$ 34,234.50			\$ 34,234.50	\$ 33,648.99
City of Watervliet	\$ 125,866.68			\$ 125,866.68	\$ 123,713.99
Town of Westerlo	\$ 36,992.00			\$ 36,992.00	\$ 36,359.33
Total tax districts: 13					
TOTALS:	\$ 5,962,455.94	\$ -	\$ -	\$ 5,962,455.94	\$ 5,860,480.35

*see refund, adjustment, and special adjustment orders of Commissioner of Taxation and Finance, case numbers:



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

May 3, 2022

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

Dear Chairman Joyce:

As has been discussed many times before your body, the Capital District Youth Center, Inc (CDYCI) facility will require an extensive renovation in order to comply with the recent Raise the Age legislation. In order to properly finance the CDYCI renovation project through the Dormitory Authority of the State of New York (DASNY) it will be necessary for Albany County, as member of the consortium that contributes to CDYCI, to advance some funding for capital expenditures prior to the issuance of the Bonds.

The adoption of this resolution provides the Declaration of Intent necessary for the reimbursement of those advance payments upon the issuance of the bonds. A template resolution from DASNY is attached for use in crafting the required language. A member of my office will be available at your committee meeting to answer any of your questions.

Sincerely,


Daniel P. McCoy

cc: Dennis Feeney, Majority Leader
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-3318, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to Adopt Declaration of Intent to Reimburse Expenditures from Proceeds of Borrowing Associated with the Renovations of Capital District Youth Center, Inc (CDYCI)

Date: April 28, 2022
Submitted By: Mike McLaughlin
Department: County Executive's Office
Title: Director of Policy and Research
Phone: 518-447-7040
Department Rep.
Attending Meeting: Mike McLaughlin

Purpose of Request:

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

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):

Dormitory Authority of the State of New York (DASNY)
515 Broadway,
Albany, NY 12207

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: NYS Raise the Age

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Length of Bonding

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)

In order to properly finance the Capital District Youth Center, Inc. (CDYCI) renovation project through DASNY it will be necessary for Albany County, as member of the consortium that contributes to CDYCI, to advance some funding for capital expenditures prior to the issuance of the Bonds. The adoption of this resolution provides the Declaration of Intent necessary for the reimbursement of those advance payments upon the issuance of those bonds.

RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING

WHEREAS _____ County, New York (the “**County**”) plans to undertake the [acquisition and rehabilitation or construction and equipping]of a detention facility certified by the office of children and family services or by such office in conjunction with the state commission of correction or a residential facility licensed by the office of children and family services, all or in part pursuant to the New York State Raise the Age Legislation (the “**Project**”); and

WHEREAS, the County expects to finance the Project on a long-term basis with the proceeds of tax-exempt bonds issued by the Dormitory Authority of the State of New York (the “**Bonds**”); and

WHEREAS, because the Bonds will not be issued prior to _____, the County must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the County to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued; and

WHEREAS, the United States Treasury Regulations Section 1.150-2 (the “**Reimbursement Regulations**”) prescribe conditions under which the proceeds of bonds, notes or other obligations may be used to reimburse advances made for capital expenditures paid before the issuance of such bonds, notes or other obligations to meet the requirements of Section 103 and 141-150 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED by the _____ of the County, that:

Section 1. Expenditure of Funds. The County shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The County hereby officially declares its intent under the Reimbursement Regulations to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$ _____.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the County pursuant to its budget or financial policies.

Section 4. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted and recorded _____, 20__.
Approved _____, 20__.

[signature block]



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

April 21, 2022

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

Dear Chairman Joyce:

I am requesting Legislative authorization to allow the transfer of tax foreclosed property located in the City of Albany, 10 Morton Avenue to the immediate former property owner.

The immediate former property owner has placed the amount of \$ \$2,436.23 on deposit, which represents the full amount of delinquent taxes owed at this writing for this property.

This request is in accordance with Resolution No. 29 of 2019 the Albany County Disposition Plan "Properties which will be discretionally conveyed by the County back to their immediate former owner(s) upon a showing of hardship.

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-3306, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to allow the Transfer of Tax Foreclosed Property located in the City of Albany 10 Morton Avenue.

Date:	4/25/2022
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7050
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

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 488

Date of Adoption: 12/6/2021

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authorization to allow the transfer of tax-foreclosed property located in the City of Albany, 10 Morton Avenue Tax Map No 76.57-5-20, to the immediate former owner Kiri C Roberts, 250 Clinton Ave, Albany, NY 12210. The amount of \$2,436.23 has been placed on deposit, which represents taxes and interest accrued on this property.

This request is in accordance with Resolution No. 29 of 2019 the Albany County Disposition Plan "Properties which will be discretionally conveyed by the County back to their immediate former owner(s) upon a showing of hardship.

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.

10 MORTON AVE

April 20, 2022

Hon. Daniel P. McCoy, Albany County Executive
112 State Street
12 Floor
Albany, NY 12207

Re : Reacquisition of 10 Morton Ave, Albany, NY, 12203

I am writing to request buying back 10 Morton Ave. I purchased the building with some back taxes owing and started making payments until I ran into financial difficulty which got compounded by the pandemic. I had started working on the building, painting the exterior and putting up a fence around it. I believe it's a beautiful building which when completed will benefit the local community.

Sincerely yours,



Kiri Roberts

Mailing : 250 Clinton Ave, Albany, NY, 12210 518 472 9696 kiri@omedus.com

04/21/2022 09:11
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 07605700050200000000

LOCATION: 10 MORTON AVE

OWNER:
ROBERTS KIRI C
250 CLINTON AVE
ALBANY NY 12210

STATUS:
SQUARE FEET 0
LAND VALUATION 15,000
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 15,000
INTEREST PER DIEM 964.17

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 05/30/2022

YEAR INST	TYPE CHARGE	BILL NUMBER	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2021	RE-E	4659				
1	ALBANY SCH		353.22	353.22	35.32	388.54
	5% PERCENT		17.66	17.66	.00	17.66
			370.88	370.88	35.32	406.20
2013	LIEN	1971				
1	ALB LIENS		797.69	797.69	917.34	1,715.03
	MAIL CHARG		25.00	25.00	.00	25.00
	TITLE SEAR		290.00	290.00	.00	290.00
			1,112.69	1,112.69	917.34	2,030.03
			1,112.69	1,112.69	917.34	2,030.03
GRAND TOTALS			1,483.57	1,483.57	952.66	2,436.23

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



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality – Albany Address of Property – 10 Morton Avenue Tax Map Number-75.57-5-20 Property Description-Three Family Residence
--

PURCHASER NAME AND PROPERTIES OWNED BY PURCHASER

Purchaser- Kiri c. Roberts 8 Morton Avenue
--

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified City of Albany Code Enforcement Officer 4/19/2022

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 4/20/2022

COUNTY FORECLOSURE INFORMATION

Not Applicable

Signed—---

ANTHONY DILELLA

Property Manager

DATE----April 21, 2022

TAX LIEN FORECLOSURE SEARCH

Search Date July 24, 2017

OHTA Number A17-0283

Municipality City of Albany

Index Number 2471-14

Foreclosure No. 0002021

Tax Map Number 76.57-5-20

Property Address 10 Morton Avenue, Albany, NY 12202

Date of Filing of List of Delinquent Taxes August 13, 2014

Open Mortgages	0
Assignments	0
Judgments	2
Federal Tax Liens	0
UCCs	0
State Tax Warrants	1
Leases	0
Other Lienors	0
Other Interests	1
Estate Proceedings	0
Mortgage Foreclosures	0
	4

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

Judgment and Tax Warrant shown herein are against Ronnie Dederick, an Interim owner of the subject property. A Copy of the Deed into Dederick is included for reference.

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. Michael F.	Harwood	10 Morton Avenue	Albany	NY 12202
---------------	---------	------------------	--------	----------

A-2. ADDITIONAL ADDRESSEES

2. Michael F.	Harwood	508 5th Avenue	Watervliet	NY 12189
---------------	---------	----------------	------------	----------

3. Thomas J.	Gabriels, Esq.	38 Eagle Street	Albany	NY 12207
--------------	----------------	-----------------	--------	----------

Source Deed Book 2606 Page 586

Deed R and R Thomas J. Gabriels, Esq.
38 Eagle Street
Albany, New York 12207

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (2)

1.	People of the State of New York	c/o Albany County District Attorney	Court House	Albany	NY 12207
----	---------------------------------	-------------------------------------	-------------	--------	----------

2.	Capital One Bank USA NA	4851 Cox Road	Glen Allen	VA 23060
----	-------------------------	---------------	------------	----------

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I (continued)

STATE TAX WARRANTS (1)

1.	Department of Taxation and Finance	Attention: Office of Counsel	Building W.A. Harriman 9 Campus	Albany	NY 12227
----	--	---------------------------------	------------------------------------	--------	----------

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

1.	Albany Water Board	PO Box 1966	Albany	NY 12201-1966
2.	Commissioner, Water and Water Supply	35 Erie Blvd	Albany	NY 12204

ESTATE PROCEEDINGS (0)

1.

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. Kiri C.	Roberts	10 Morton Avenue	Albany	NY 12202
------------	---------	------------------	--------	----------

A-2. ADDITIONAL ADDRESSEES

2. Kiri C.	Roberts	50 Colvin Avenue	LL	Albany	NY 12206
------------	---------	------------------	----	--------	----------

Source Deed Instrument #R2016-18302

Deed R and R Kiri C. Roberts
50 Colvin Avenue
Albany, New York 12206

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.

LIBER 2606 PAGE 587

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

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

And said parties of the first part

covenant as follows:

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

Second, That said parties of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 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 payment of 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 hands and seal the day and year first above written.

IN PRESENCE OF

State of New York
County of ALBANY

ss.

On this 30th day of JUNE
Nineteen Hundred and EIGHTY EIGHT
before me, the subscriber, personally appeared
VINCENT L. SCARF VINCENT F. LOUISE SCARF

to me personally known and known to me to be the same person described in and who executed the within instrument, and the acknowledged to me that they executed the same.

Tax Map No. _____

Tax Billing Address _____

Notary Public
ALBANY COUNTY
COM. EXP. 11/30/99

Deed
WARRANTY WITH LIEN COVENANT

TO

Dated, 19
State of New York

COUNTY OF
RECORDED ON THE
day of AUGUST
at o'clock
in LIBER of DEEDS
at PAGE and contained

3206

By James J. Colore's
35 E. AGUE ST.
Albany, N.Y. 12207

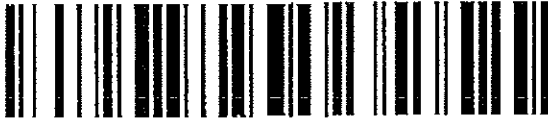
60 INSTR#: R2016-18302 08/15/2016 DEED Image: 1 of 5



ALBANY COUNTY - STATE OF NEW YORK
 BRUCE A. HIDLEY COUNTY CLERK
 15 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: R2016-18302

Receipt#: 20160072472

Clerk: SP

Rec Date: 08/15/2016 10:07:58 AM

Doc Grp: D

Descrip: DEED

Num Pgs: 5

Rec'd Frm: ROBERTS KIRI C

Party1: DEDERICK RONNIE E

Party2: ROBERTS KIRI C

Muni: ALBANY CITY

Recording:

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 195.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 195.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 345

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

KIRI C ROBERTS
 50 COLVIN AVE LL
 ALBANY NY 12206


 Bruce A. Hidley
 Albany County Clerk

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.

Quitclaim Deed

RECORDING REQUESTED BY _____

AND WHEN RECORDED MAIL TO:

Kiri C Robert, Grantee(s)50 Colvin Ave LLAlbany NY 12206

Consideration: \$ _____

Property Transfer Tax: \$ 0Assessor's Parcel No.: 76.57-5-20PREPARED BY: Ronnice Dederick certifies herein that he or she has prepared this Deed.Ronnice Dederick
Signature of Preparer07/18/2016
Date of PreparationRonnice Dederick
Printed Name of PreparerTHIS QUITCLAIM DEED, executed on 07/18/2016 In the County ofAlbany, State of N.Y.by Grantor(s), Ronnice E. Dederickwhose post office address is 6 Norfolk St. Alb. N.Y. 12203to Grantee(s), KIRI C. ROBERTSwhose post office address is 50 COLVIN AVE, LL, ALBANY, NY, 12206WITNESSETH, that the said Grantor(s), Ronnice E Dederickfor good consideration and for the sum of \$ 20,000.00(\$ 20,000.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title10 Morton Ave. Albany N.Y.

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Albany, State of N.Y. and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Ronnie Dedrick
Signature of Grantor

Signature of Second Grantor (if applicable)

Ronnie Dedrick
Print Name of Grantor

Print Name of Second Grantor (if applicable)

Ozzie Adams
Signature of First Witness to Grantor(s)

Signature of Second Witness to Grantor(s)

OZZIE ADAMS
Print Name of First Witness to Grantor(s)

Print Name of Second Witness to Grantor(s)

GRANTEE(S):

KIRI C. ROBERTS
Signature of Grantee

Signature of Second Grantee (if applicable)

KIRI C. ROBERTS
Print Name of Grantee

Print Name of Second Grantee (if applicable)

Ozzie Adams
Signature of First Witness to Grantee(s)

Signature of Second Witness to Grantee(s)

OZZIE ADAMS
Print Name of First Witness to Grantee(s)

Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of New YorkCounty of AlbanyOn 7/18/16, before me, Susan A Janiszak a notary
public in and for said state, personally appeared, Bonnie E Dederick
and Kiri C Robertswho are known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they ex-
ecuted the same in their authorized capacities, and that by their signatures on the instrument the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Susan A Janiszak
Signature of NotaryAffiant Known _____ Produced ID ✓Type of ID NYS driver license
(both)

(Seal)

Susan A. Janiszak
Notary Public-State of New York
04JA6209391
Qualified in Albany County
Commission expires 07/27/20Susan A. Janiszak
Notary Public-State of New York
04JA6209391
Qualified in Albany County
Commission expires 07/27/20 17

OG Not - Bonnie E Dederick

Grantor - KIRI C. ROBERTS

60 INSTR#: R2016-18302 08/15/2016 DEED Image: 5 of 5

BK: 3143 PG: 229 07/24/2015 DEED Image: 5 of 5

LIBER 3143 PAGE 233

N.Y.S.
TAX

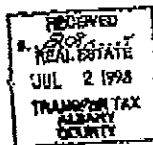
s. 206

①

MAY

A/C - 24

F.D. 302 (Rev. 1-1-64) (For use by the donor)

This IndentureMade the 30th day of June 1966 Nineteen Hundred and 66Between
Vincent L. Scavo, 48 Orchard Street, Binghamton, NY 12159
Vincent P. Scavo, 134 Dunbarton Drive, Baiter, NY 12054
Louis V. Scavo, 134 Dunbarton Drive, Baiter, NY 12054LIBER 2606 PAGE 586 part of the first part, and
Nicholas Harwood, residing at 18 Morton Avenue, Albany,
New York 12202Witness that the part of the first part, in consideration of ONE Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the part of the second part, does hereby grant and release unto the
part of the second part,ALL THAT TRACT OR PARCEL OF LAND situate in the City and County of Albany, State of New
York, being part of that certain lot of land known and distinguished on a map of the Farm of Philip
Schuyler, deceased, as Lot Number one hundred twelve (112), the part hereby conveyed is bounded as
follows: On the East by Lot Number one hundred eleven (111) on the North by Morton Street (now
Morton Avenue); on the West by property formerly held in common by Charles L. Austin and others.
Said lot is twenty-two (22) feet in width, front and rear and extends southerly sixty-six (66) feet and is
known as Street Number Ten (10) Morton Avenue (formerly Morton Street).BEGINNING at a point on the southerly line of Morton Avenue distant 132.0' westerly as measured
along the southerly line of Morton Avenue, from the intersection of the southerly line of Morton
Avenue with the westerly line of Clinton Street, running thence southerly and at right angles to
Morton Avenue 66.0 feet to a point; thence running in a westerly direction and at right angles to the
last mentioned course, 22.0 feet to a point; thence running northerly, on a line forming a right angle
with the last mentioned course, 66.0 feet to a point in the southerly line of Morton Avenue; thence
running easterly, and along the said southerly line of Morton Avenue, 22.0 feet to the point or place of
beginning.BEING the same premises conveyed to the parties of the first part by deed dated September 5, 1966
and recorded with the Albany County Clerk on September 8, 1966 at Book 318 Page 495.

JUL 2 1966

LIBER 3143 PAGE 229



Albany County Clerk
16 Eagle St. Rm 128
Albany, NY 12207

Return to:

RONNIE DEDERICK
6 NORFOLK ST
ALBANY NY 12203

Instrument: Deed

Document Number: 11877546 Book: 3143 Page: 229

Grantor

HARWOOD, MICHAEL

Grantee

DEDERICK, RONNIE

Number of Pages: 6

Amount: \$8000.00

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 7172
.....\$24.00

Recorded Date/Time: 07/24/2015 at 1:47 PM

Receipt Number: 899385

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.

Bruce A Hidley, County Clerk

LIBER 3143 PAGE 230

Albany County Clerk
Deed Books (Record Room)
Book 3143 Page 230

Albany County Clerk
Document Number 11877546
Rcvd 07/24/2015 1:47:47 PM

Recording requested by: Ronnie Dederick

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Ronnie E. DederickName Ronnie E. DederickAddress: 6 Norfolk St.Address 6 Norfolk St.City/State/Zip: Albany N.Y. 12203City/State/Zip Albany N.Y. 12203Property Tax Parcel/Account Number: 76 57-5-20

Quitclaim Deed

This Quitclaim Deed is made on August 29, 2014, betweenMichael Harwood, Grantor, of 508 5th Ave, City of Albany Waterfront, State of N.Y.and Ronnie Dederick, Grantee, of 6 Norfolk St., City of Albany, State of NY

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 5 Morton Avenue

, City of Albany, State of N.Y.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of NA shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quitclaim Deed Pg.1 (11-12)

M.H.

LIBER 3143 PAGE 231

Dated: 08/19/14X Michael S. Harwood
Signature of GrantorX _____
Name of Grantor[Signature]
Signature of Witness #1James Rosenberger
Printed Name of Witness #1_____
Signature of Witness #2_____
Printed Name of Witness #2

State of New York County of Albany
On August 29, 2014, the Grantor, Michael Harwood,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

[Signature]
Notary Signature

John P. Berry, Jr.
Notary Public, State of New York
Qualified in Albany County
Reg. No. 019E6313212
Commission Expires 10/14/18

Notary Public,

In and for the County of Albany State of New York
My commission expires: _____ Seal

Send all tax statements to Grantee.

LIBER **3143** PAGE **232****INDEMNIFICATION and HOLD HARMLESS AGREEMENT**

RE: The sale of 10 Morton Avenue, Albany, New York

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law,

Ronnie Dederick, ("Purchaser")

Agrees to defend, indemnify and hold harmless

Falvey Real Estate Group, Ltd., (Realtor) and

Michael Harwood, ("Seller"),

its/their officers, Directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Seller and Purchaser, in connection with performance of any work by Falvey Real Estate Group, Ltd, directors, agents, employees and subcontractors.

Purchaser: Ronnie Dederick

Seller: Michael J. Harwood

Date: 8/29/2014



MEL

Journal of the American Statistical Association, 1991, Vol. 86, No. 415, 1011-1012

10

44-38861-10000

This Indenture

CC6994

~~3042~~

Nineteen Hundred and ^{Made the} 25.

22.

day of

Between
Vincent L. Scavo, 48 Orchard Street, Binghamton, NY 12159
Vincent F. Scavo, 134 Dumbarton Drive, Delmar, NY 12054
Louis V. Scavo, 134 Dumbarton Drive, Delmar, NY 12054

LIBER 2606 PAGE 586

porties of the first part, and

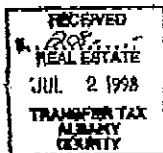
Michael Harwood, residing at 12 Horton Avenue, Albany,
New York 12282

Witnesseth that the party of the first part, in consideration of ONE Dollar (\$ 1.00) lawful money of the United States, 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, and assigns forever, all

ALL THAT TRACT OR PARCEL OF LAND situate in the City and County of Albany, State of New York, being part of that certain lot of land known and distinguished on a map of the Farm of Philip Schuyler, deceased, as Lot Number one hundred twelve (112), the part hereby conveyed is bounded as follows: On the East by Lot Number one hundred eleven (111) on the North by Morton Street (now Norton Avenue); on the West by property formerly held in common by Charles L. Austin and others. Said lot is twenty-two (22) feet in width, front and rear and extends southerly sixty-six (66) feet and is known as Street Number Ten (10) Morton Avenue (formerly Morton Street).

BEGINNING at a point on the southerly line of Morton Avenue distant 132.0' westerly as measured along the southerly line of Morton Avenue, from the intersection of the southerly line of Morton Avenue with the westerly line of Clinton Street, running thence southerly and at right angles to Morton Avenue 66.0 feet to a point; thence running in a westerly direction and at right angles to the last mentioned course, 22.0 feet to a point; thence running northerly, on a line forming a right angle with the last mentioned course, 66.0 feet to a point in the southerly line of Morton Avenue; thence running easterly, and along the said southerly line of Morton Avenue, 22.0 feet to the point or place of beginning.

BEING the same premises conveyed to the parties of the first part by deed dated September 5, 1986 and recorded with the Albany County Clerk on September 8, 1986 at Book 318 Page 495.



ALBION
Aug 2 11 25 AM '98

Bruce A. Hidley, Albany County Clerk

Instr #: X12-40114

Rec Date: 10/03/2012 09:00:00

Doc Grp/Desc: W / JUDGMENT, STATE TAX WARRANT

Creditor: NYS DEPT OF TAXATION AND FINANCE
COLLECTIONS AND CIVIL ENFORCEMENT DIV W A HARRIMAN CAMPUS ALBANY NY 12227

Debtor: DEDERICK RONNIE E
246 LARK ST 3 ALBANY, NY 122101125

Perfected Date: 10/1/2012

Amount: \$912.71

Transmittal ID: 368299

Warrant ID: E-035128825-W001-7

Related:

Bruce A. Hidley, Albany County Clerk

Instr #: T11-3906

Rec Date: 09/20/2011 11:05:08

Doc Grp/Desc: JT / JUDGMENT, TRANSCRIPT OF

Creditor: CAPITAL ONE BANK USA NA
4851 COX RD GLEN ALLEN VA 23060

Debtor: DEDERICK RONNIE E
6 NORFOLK ST ALBANY NY 12203

Court Name: ALBANY CITY COURT

Perfected Date: 8/22/2011

Damages: \$936.48

Costs: \$241.00

Interest: \$0.00

Total: \$1,177.48

Plaintiff Attorney: COHEN & SLAMOWITZ

Related:

Bruce A. Hidley, Albany County Clerk

Instr #: T10-3106

Rec Date: 08/03/2010 15:47:48

Doc Grp/Desc: JT / JUDGMENT, TRANSCRIPT OF

Creditor: PEOPLE OF STATE OF NEW YORK
C/O ALBANY CO DISTRICT ATTORNEY COURT HOUSE ALBANY, NY 12207

Debtor: DEDERICK RONNIE
C/O ALBANY CO DISTRICT ATTORNEY COURT HOUSE ALBANY, NY 12207

Court Name: ALBANY CITY COURT

Perfected Date: 6/2/2010

Damages: \$100.00

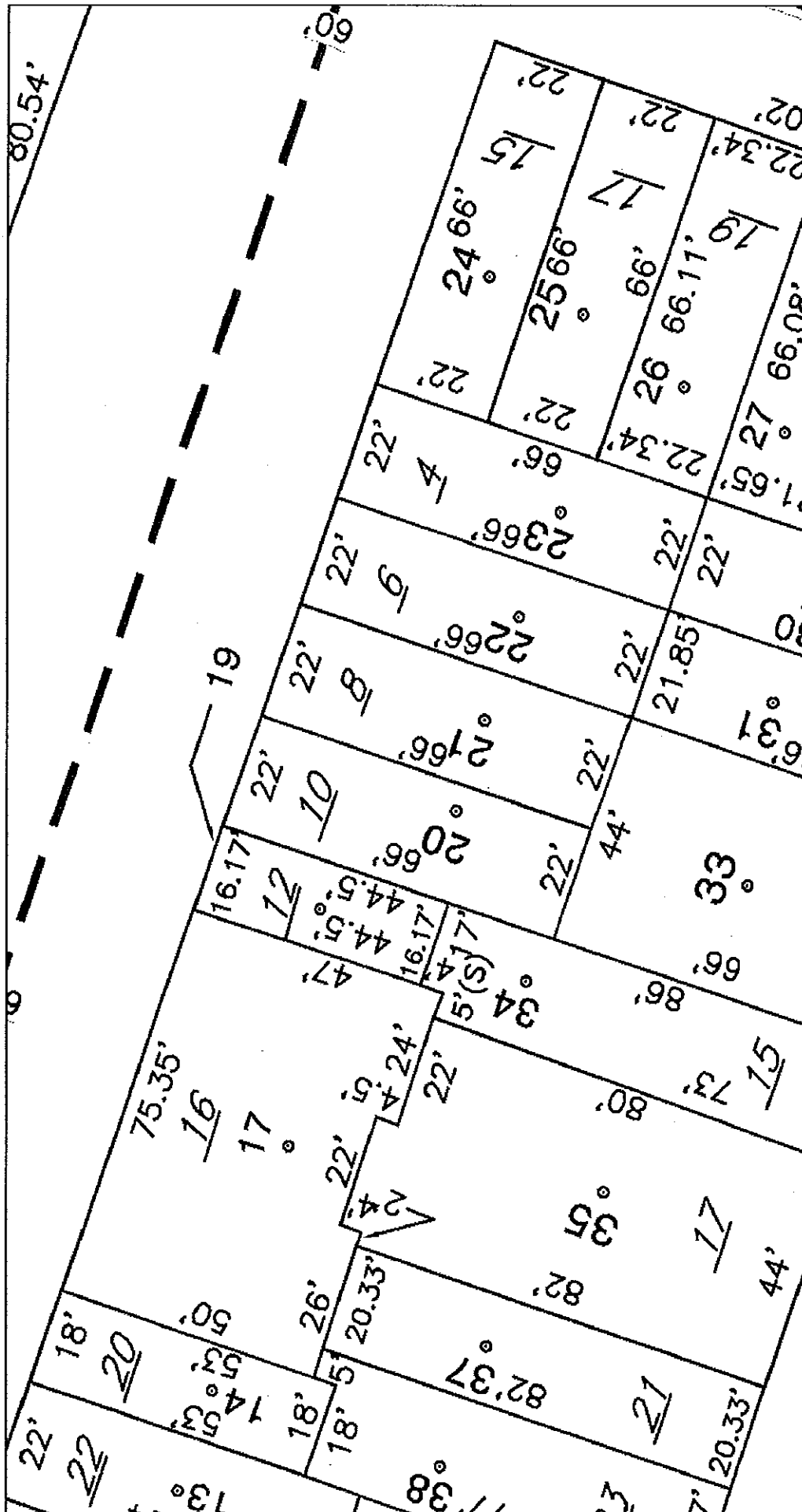
Costs: \$0.00

Interest: \$0.00

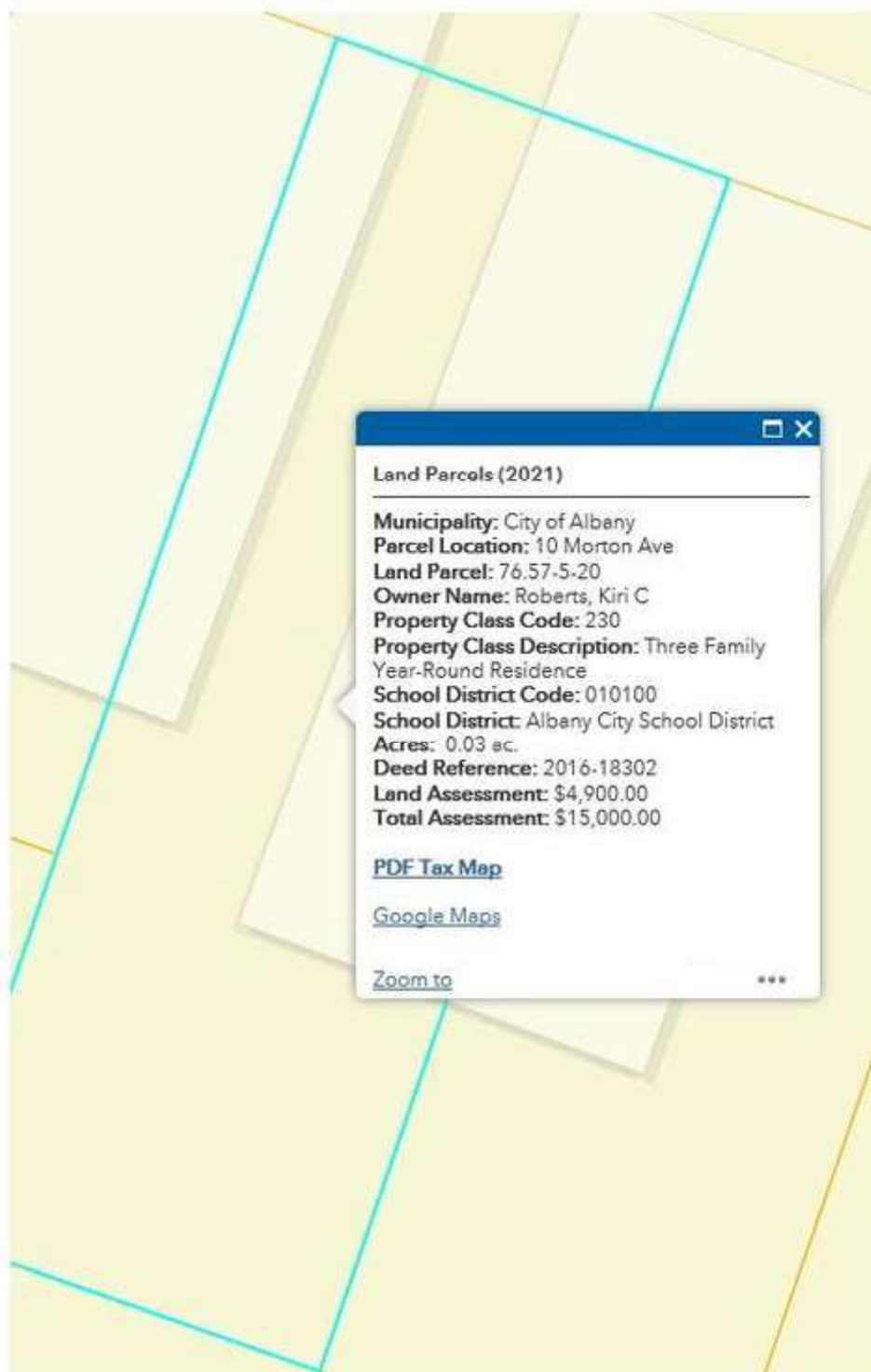
Total: \$100.00

Plaintiff Attorney:

Related:



Landmax Data Systems, Inc. www.landmaxdata.com - Map ID: maps/ALBCIT/010100/076_57.tif



RESOLUTION NO. 488

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 311 SECOND AVENUE (TAX MAP NO. 76.61-4-25) IN THE CITY OF ALBANY

Introduced: 12/6/21

By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to a parcel of real property located at 311 Second Avenue (Tax Map No. 76.61-4-25) in the City of Albany, and

WHEREAS, The immediate former owners, Robert H. Townsend, Jr. and Betty Farrell, are deceased and there was no formal probate of their respective estates, and

WHEREAS, Townsend Lansburg, on behalf of the remaining ten heirs to the immediate former owners, has expressed an interest in reacquiring such property, and has placed on deposit with the County \$46,013.66, which represents the full amount due in delinquent taxes for the property, and

WHEREAS, The Albany County Disposition Plan, as adopted by Resolution No. 29 for 2019, provides for the conveyance of real property to the immediate former owners, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey 311 Second Avenue (Tax Map No. 76.61-4-25) in the City of Albany for \$46,013.66, with any additional interest, penalties and closing costs to be adjusted for at the time of closing, to the following ten heirs of the immediate former owners, Robert H. Townsend, Jr. and Betty Farrell:

Nicholas Farrell, 23 Clay's Lane, Averill Park, NY 12018
Rosemary Rockenstyre, 397 Wendell Lane, Dayton, OH 45431
William Townsend, 4 McDonald Road, Albany, NY 12209
Mark Townsend, 13 Village Drive Apt. 3, Delmar NY 12054
Jeanann Lansburg, 24 Collamer Road, Malta, NY 12020
Paul Townsend, 311 Second Avenue, Albany, NY 12209
Peter Townsend, 311 Second Avenue, Albany, NY 12209
Michael Townsend, 299 Mountain Street, Albany, NY 12209
Nicole Flores, 24056 Colgate Street, Dearborn Heights, MI 48125
Brian Townsend, 13402 Bolton Court, Spring Hill, FL 34609

and, be it further

RESOLVED, That any and all liens upon the property which were previous extinguished as a result of the foreclosure action shall be deemed reinstated and restored, and, be it further

RESOLVED, That the ten aforementioned heirs shall be responsible for 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, as well as the recoupment 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, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

May 9, 2022

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

Dear Chairman Joyce:

Legislative authorization is requested to authorize the transfer of tax-foreclosed property located in the City of Cohoes for municipal purposes.

This is accordance with ABL Resolution No. 29 of 2019, the Albany County Disposition Plan that states "Properties which will be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose".

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-3341, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to authorize the conveyance of property for Municipal Purposes

Date: May 10, 2022
Submitted By: David Reilly
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.
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: 233
Date of Adoption: 7/2021

Justification: (state briefly why legislative action is requested)

Requesting legislative authority to convey tax foreclosed property located in the City of Cohoes, 224 Remsen Street Tax Map 10.67-5-19 for \$1.00 to the City of Cohoes Industrial Development Agency for municipal purposes. This sale is pursuant to the Albany County Disposition Plan, which allows for "Properties which will be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose for an amount which reflects the benefit to the community stemming from the proposed use of the property"

CITY OF COHOES OFFICE OF PLANNING

JOSEPH SEMAN-GRAVES
CITY PLANNER
jseman-graves@ci.cohoes.ny.us



PHONE: 518 233-2130
97 Mohawk Street
Cohoes, NY 12047

May 9th, 2022

Daniel P. McCoy
County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

RE: 224 Remsen Street, Cohoes, NY (S.B.L. 10.67-5-19) – Letter of Interest

Mr. McCoy,

The Cohoes Industrial Development Agency is in the process of assembling a number of parcels along Remsen Street, specifically 222, 224, 226, 228, and 230. These parcels were part of the 2017 Remsen Street fire and it is our intention to group these parcels for a significant development within our downtown that will spur additional investment and economic activity.

It is our understanding that 224 Remsen Street (S.B.L. 10.67-5-19) is pending foreclosure and may come into Albany County's possession once foreclosure procedures commence. Acquiring this parcel is vital for the success of the larger project and continued development of the Remsen Street corridor. It is with this letter that I am communicating interest from the Cohoes Industrial Development Agency to acquire the parcel when and if it comes into Albany County's possession.

Thank you for your consideration and please contact our office should you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Joseph Seman-Graves".

Joseph Seman-Graves
City Planner

PARCEL: 010067000501900000000
LOCATION: ** MULTIPLE **
NAME: ** VARIOUS **

EFF DATE: 05/09/2022

YEAR	CAT	BILL	NSC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2001	RE-6	70694	Y	224 REMSEN STREET	721.70	0.00	0.00
2002	RE-U	3843	Y	224 REMSEN STREET	1101.29	0.00	0.00
2004	RE-G	7313	Y	224 REMSEN ST	884.91	0.00	0.00
2004	RE-6	54404	Y	224 REMSEN ST	2332.26	0.00	0.00
2005	RE-6	2640	Y	224 REMSEN ST	764.12	0.00	0.00
2015	RE-G	9501	Y	224 REMSEN ST	1344.76	1344.76	2336.41
2015	TL-G	1484	Y	224 REMSEN ST	0.00	0.00	0.00
2016	TL-G	2041	Y	224 REMSEN ST	2951.97	2951.97	5372.59
2016	TL-G	2099	Y	224 REMSEN ST	2585.46	2585.46	4243.64
2017	TL-G	2245	Y	224 REMSEN ST	3336.60	3336.60	5672.22
2017	TL-G	2331	Y	224 REMSEN ST	2334.31	2334.31	3711.55
2018	RE-6	2466	Y	224 REMSEN ST	47760.85	47760.85	75461.56
2018	RE-G	8219	Y	224 REMSEN ST	450.89	450.89	557.06
2019	RE-6	2556	Y	224 REMSEN ST	380.55	380.55	452.10
2019	RE-G	7933	Y	224 REMSEN ST	229.30	229.30	309.56
2020	RE-6	2688	Y	224 REMSEN ST	156.48	156.48	209.68
2020	RE-G	8094	Y	224 REMSEN ST	232.75	232.75	286.28
2021	RE-6	2288	Y	224 REMSEN ST	381.35	381.35	415.75
TOTAL DUE NOW							99028.40
TOTAL UNPAID							62145.27

** END OF REPORT -



RESOLUTION NO. 233

RESCINDING AUTHORIZATION TO CONVEY REAL PROPERTY
PURSUANT TO RESOLUTION NOS. 399 FOR 2019 AND 439 FOR 2020 AND
AUTHORIZING THE CONVEYANCE OF 92 ALEXANDER STREET (TAX
MAP NO. 76.64-2-13) AND 507 FIRST STREET (TAX MAP NO. 65.47-2-25) IN
THE CITY OF ALBANY

Introduced: 7/12/21

By Audit and Finance Committee:

WHEREAS, By Resolution Nos. 399 for 2019 and 439 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 92 Alexander Street (Tax Map No. 76.64-2-13) and 507 First Street (Tax Map No. 65.47-2-25) in the City of Albany, and

WHEREAS, The City of Albany has expressed an interest in acquiring these parcels for demolition, pursuant to their Proactive Demolitions program, and have indicated community support for such demolitions, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, allows for the conveyance of properties to local municipalities for government purposes which benefit the community, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution Nos. 399 for 2019 and 439 for 2020 are hereby amended by rescinding the authorization to convey 92 Alexander Street (Tax Map No. 76.64-2-13) and 507 First Street (Tax Map No. 65.47-2-25) in the City of Albany, to the Albany County Land Bank, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 92 Alexander Street (Tax Map No. 76.64-2-13) and 507 First Street (Tax Map No. 65.47-2-25) in the City of Albany, to the City of Albany, for the amount of \$1 per parcel, and, be it further

RESOLVED, That the City of Albany shall be responsible for any and all closing costs, and, be it further

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

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

Adopted by unanimous vote – 7/12/21