

County of Albany

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



Meeting Agenda

Thursday, October 27, 2022

6:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

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
3. AMENDING RESOLUTION NO. 262 FOR 2022 DIRECTING THE BOARD OF ELECTIONS TO CERTIFY ITS EXPENSES REGARDING THE 2021 ELECTION CYCLE

CURRENT BUSINESS:

4. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE ABSENTEE BALLOT PRE-PAID POSTAGE GRANT
5. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH KNOX II PV, LLC REGARDING REAL PROPERTY LOCATED AT 1953 THOMPSONS LAKE ROAD (TAX MAP NO. 58.-1-5) IN THE TOWN OF KNOX
6. AUTHORIZING THE ACCEPTANCE OF A DONATION OF KAYAKS AND RELATED EQUIPMENT FOR THE ALBANY COUNTY VETERANS PEER SUPPORT PROGRAM
7. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK ("ALBANY"), AUTHORIZING (1) THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN ALBANY AND THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK (THE "AUTHORITY"), AND (2) THE EXECUTION OF A MUNICIPAL COOPERATION AGREEMENT AND RELATED AGREEMENTS IN CONNECTION WITH ALL OF THE FOREGOING.
8. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 213 MOUNT HOPE DRIVE (TAX MAP NO. 87.23-1-14) IN THE CITY OF ALBANY

9. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 241 COUNTY ROUTE 357 (TAX MAP NO. 173.-1-14) IN THE TOWN OF RENSSELEARVILLE

County of Albany

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



Meeting Minutes

Monday, September 12, 2022

5:30 PM

Held Remotely

Audit and Finance Committee

CURRENT BUSINESS:

This was approved.

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

Excused: Nathan L. Bruschi and Raymond F. Joyce

**1. AUTHORIZING AN AGREEMENT WITH MOTOROLA SOLUTIONS
REGARDING COMMUNICATIONS EQUIPMENT FOR THE SHERIFF'S
OFFICE**

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

**2. AMENDING THE 2022 ALBANY COUNTY BUDGET: NEW YORK
STATE HEALTH CARE AND MENTAL HYGIENE WORKER BONUS
PROGRAM**

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

County of Albany

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112 State Street - Albany, NY 12207*



Meeting Minutes

Tuesday, October 11, 2022

6:30 PM

**William J. Conboy II Legislative Chambers
Albany County Courthouse**

Audit and Finance Committee

CURRENT 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. AMENDING RESOLUTION NO. 262 FOR 2022 DIRECTING THE BOARD OF ELECTIONS TO CERTIFY ITS EXPENSES REGARDING THE 2021 ELECTION CYCLE

This proposal was tabled at the request of the Sponsor.

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



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Kathleen Donovan (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

MEMO

TO: Andrew Joyce, Chairman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Dave Reilly, Commissioner of Management & Budget

FROM: Rachel Bledi, Board of Elections Republican Commissioner

RE: Pre-Paid Postage Grant

DATE: 10/05/2022

Please be advised that the Albany County Board of Elections is seeking approval of a grant with the NYS Board of Elections in the amount of \$65,299.42 to reimburse the county for expenses related to pre-paid postage for absentee ballots envelopes and associated supplies and materials. The grant expires 12/31/2022.

Annexed hereto is the copy of the grant. If you have any questions, please feel free to contact us.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01 / 1110000 CONTRACT NUMBER: BOE01 - T004569 - 1110000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: N/A	PROJECT NAME: Absentee Ballot Pre-Paid Postage
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A
CONTRACTOR PRIMARY MAILING ADDRESS: 260 South Pearl Street Albany, NY 12202 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: N/A Exemption Status/Code: N/A ☐ Sectarian Entity

Contract Number: # BOE01 - T004569 - 1110000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 07/01/2022 To: 12/31/2022 CURRENT CONTRACT PERIOD: From: To: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i> CURRENT: \$65,299.42 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|--|
| ☒ Attachment A: | ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants |
| ☒ Attachment B: | ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment) |
| ☒ Attachment C: Work Plan | |
| ☒ Attachment D: Payment and Reporting Schedule | |
| ☒ Other: | |

Contract Number: # BOE01 - T004569 - 1110000

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Albany County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☐ Quarterly Reimbursement
Due date _____
- ☐ Monthly Reimbursement
Due date _____
- ☐ Biannual Reimbursement
Due date _____
- ☐ Fee for Service Reimbursement
Due date _____

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency 03/31/2023

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
FINAL	07/01/2022-12/31/2022	03/31/2023

Attachment A-1

County Boards of Elections reimbursement program for actual expenses related to pre-paid postage for absentee ballots envelopes and associated supplies and materials.

The New York State Aid to Localities Budget authorizes \$4 million be made available to local boards of elections for reimbursement of costs related to providing pre-paid return postage on absentee ballots and applications pursuant to a plan by the State Board of Elections. A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

On April 9, 2022, New York State amended Sections 8-400 and 8-406 of the election law by adding a new paragraph (e) and §2. to read as follows:

(e) When mailing an absentee ballot application to a voter, the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot application to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

2. When mailing an absentee ballot to a voter the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

An Absentee Ballot Pre-Paid Postage Grant Program is established to put into place a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county Boards of Elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent to provide pre-paid return envelopes for absentee ballots and applications and other related costs.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the Absentee Ballot Pre-Paid Postage Grant Program.
Duration of Capital Projects Grant Program	The Absentee Ballot Pre-Paid Postage Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than December 31, 2022. Eligible expenses must take place between July 1, 2022 and December 31, 2022. All Claims for Payment must be submitted to State Board of Elections no later than March 31, 2023.

Such funds may be used to reimburse county Boards of Elections for allowable expenditures made in securing products or services related to providing pre-paid postage for absentee ballot and absentee ballot application return envelopes.

Attachment A-1

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
3. County Boards should make claim for payment for the total sum of money expended for pre-posted envelopes and associated supplies and materials, as available to the respective county board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The county Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county Board of Elections' expenditures under the provisions of the Absentee Ballot Pre-Paid Postage Grant Program.
7. The requirements of the Absentee Ballot Pre-Paid Postage Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt

Attachment A-1

and use of these funds. A copy of such written notice shall be attached to the claim for payment.

9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Absentee Ballot Pre-Paid Postage Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

- Postage
- Postage Meters and associated supplies (including but not limited to ink, postage meter strips, replacement parts, and sealing solution)
- Fees associated with USPS account billing
- Envelopes
- Automatic envelope sealing equipment
- Automatic letter openers
- Shipping supplies (including but not limited to paper, tape, manual letter openers, postal scales, envelope and stamp moisteners, rubber stamps, transport carts, sorting bins, folders, etc.)
- Temporary staff to assist in sorting, sending, and intaking mail.
- Vendors to produce absentee envelopes and ballots, and/or mail pre-paid absentee envelopes with ballots.

Attachment A-1

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The mythology/means to address the implementation to providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
 - The actual cost to address the implementation providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.

Attachment A-1

- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, county Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- The County governing body has been informed in writing by the county Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Capital Projects Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the county Board of Elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the county Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the county Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

Assistance:

For Absentee Ballot Pre-Paid Postage Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cassandra Bagramian or Mike Moschetti
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207
Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving Absentee Ballot Pre-Paid Postage Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

Date: ____/____/____

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Email:
Phone:
Fax:
Comments:

Attachment B-1 (Budget) & C (Workplan)

COUNTY _____ DATE _____

Absentee Ballot Pre-Paid Postage Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase and utilize envelopes, postage, pre-posted envelopes, mail opening and sorting machines, and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation pre-paid postage for absentee ballot and absentee ballot request application envelopes; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in implementing pre-paid postage for absentee ballots and applications.

Description of Expenditures:

How request implements providing pre-paid postage for absentee ballots and absentee request return envelopes:

Are the costs listed allowable, allocable and reasonable?

☐ Yes ☐ No

Evaluation of Expenditures:

Applicants Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the Absentee Ballot Pre-Paid Postage Grant Program requirements as outlined in Attachment A-1 of the contract:			
Workplan/Budget Total:			
To be completed by the New York State Board of Elections			
Absentee Ballot Pre-Paid Postage Grant Funds Available:			
Contract Amount* <i>Lesser of the Workplan/ Budget or County Absentee Ballot Pre-Paid Postage Funds Available</i>			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE ↓

Printed Name

Date

Printed Name

Date

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

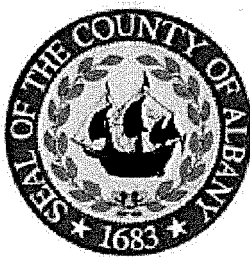
Attachment E

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (With \$10k base)
Albany	212,409	1.64%	\$ 65,299.42
Allegany	27,406	0.21%	\$ 17,134.99
Broome	137,252	1.06%	\$ 45,732.74
Cattaraugus	49,214	0.38%	\$ 22,812.57
Cayuga	50,015	0.39%	\$ 23,021.11
Chautauqua	83,172	0.64%	\$ 31,653.34
Chemung	55,445	0.43%	\$ 24,434.78
Chenango	31,086	0.24%	\$ 18,093.06
Clinton	51,343	0.40%	\$ 23,366.85
Columbia	49,418	0.38%	\$ 22,865.68
Cortland	30,390	0.23%	\$ 17,911.86
Delaware	30,710	0.24%	\$ 17,995.17
Dutchess	210,501	1.62%	\$ 64,802.69
Erie	651,267	5.02%	\$ 179,553.50
Essex	26,501	0.20%	\$ 16,899.38
Franklin	27,941	0.22%	\$ 17,274.27
Fulton	34,733	0.27%	\$ 19,042.53
Genesee	39,792	0.31%	\$ 20,359.61
Greene	34,501	0.27%	\$ 18,982.13
Hamilton	4,616	0.04%	\$ 11,201.75
Herkimer	42,616	0.33%	\$ 21,094.82
Jefferson	63,967	0.49%	\$ 26,653.43
Lewis	18,805	0.14%	\$ 14,895.77
Livingston	41,333	0.32%	\$ 20,760.80
Madison	45,212	0.35%	\$ 21,770.68
Monroe	511,479	3.94%	\$ 143,160.53
Montgomery	30,630	0.24%	\$ 17,974.34
Nassau	1,054,591	8.12%	\$ 284,556.52
Niagara	144,867	1.12%	\$ 47,715.27
Oneida	140,585	1.08%	\$ 46,600.47
Onondaga	323,788	2.49%	\$ 94,296.29
Ontario	80,920	0.62%	\$ 31,067.04
Orange	259,539	2.00%	\$ 77,569.44
Orleans	25,095	0.19%	\$ 16,533.33
Oswego	77,144	0.59%	\$ 30,083.98
Otsego	37,696	0.29%	\$ 19,813.93

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment E

Putnam	74,092	0.57%	\$	29,289.41
Rensselaer	108,267	0.83%	\$	38,186.67
Rockland	216,781	1.67%	\$	66,437.65
St. Lawrence	64,025	0.49%	\$	26,668.53
Saratoga	178,140	1.37%	\$	56,377.69
Schenectady	104,715	0.81%	\$	37,261.93
Schoharie	21,476	0.17%	\$	15,591.15
Schuyler	13,069	0.10%	\$	13,402.44
Seneca	21,215	0.16%	\$	15,523.20
Steuben	63,071	0.49%	\$	26,420.16
Suffolk	1,090,535	8.40%	\$	293,914.33
Sullivan	53,341	0.41%	\$	23,887.01
Tioga	33,903	0.26%	\$	18,826.45
Tompkins	62,960	0.48%	\$	26,391.26
Ulster	132,385	1.02%	\$	44,465.65
Warren	48,478	0.37%	\$	22,620.96
Washington	39,019	0.30%	\$	20,158.37
Wayne	60,151	0.46%	\$	25,659.96
Westchester	655,454	5.05%	\$	180,643.57
Wyoming	26,360	0.20%	\$	16,862.67
Yates	14,419	0.11%	\$	13,753.90
Total Outside NYC	7,817,835	60.22%	\$	2,605,327.02
Bronx	791,348	6.10%	\$	216,022.76
Kings	1,614,502	12.44%	\$	430,326.03
New York	1,119,283	8.62%	\$	301,398.70
Queens	1,305,683	10.06%	\$	349,926.83
Richmond	334,168	2.57%	\$	96,998.66
Total NYC	5,164,984	39.78%	\$	1,394,672.98
Statewide Total	12,982,819		\$	4,000,000.00



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

September 26, 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 Knox II PV, 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 Knox II PV, LLC ("OWNER"). The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Knox ("TOWN") at 1953 Thompsons Lake Rd (Tax Map #58.-1-5).

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 \$859.01 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 \$4,295.06. 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 2024.

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-3649, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT agreement with Knox II PV, LLC

Date: 9/26/2022
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) Enter into PILOT agreement

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):

Knox II PV, LLC
85 Broad St, 28th Flr
New York, NY 10004

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 include in the 2024 budget

Revenue Amount:

\$4,295.06 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)

01/01/2024-12/31/2039

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 Knox II PV, LLC ("OWNER"). The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Knox ("TOWN") at 1953 Thompsons Lake Rd (Tax Map #58.-1-5).

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 \$859.01 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 \$4,295.06. 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 2024.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF KNOX ASSESSOR

and

KNOX II PV, LLC

Dated as of _____, 2022

RELATING TO THE PREMISES LOCATED AT
1953 THOMPSON'S LAKE ROAD (TAX MAP 58.-1-5) IN THE
TOWN OF KNOX, 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 KNOX II PV, LLC, a domestic limited liability company authorized to do business in the State of New York, with its principal place of business located at 85 Broad St., 28th Floor, New York, NY 10004 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation with its principal place of business located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF KNOX ASSESSOR, having their office located at 2192 Berne-Altamont Road, Knox, NY 12107 (“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.

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 five (5.00) Megawatts AC on a parcel of land located within the Town of Knox at 1953 Thompson’s Lake Rd., East Berne, NY 12059, and identified as SBL # 58.-1-5, 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 has indicated its 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 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 represents, warrants, and covenants that, as of the date of this Agreement:

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

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

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 (if the project is exempt on that year’s tax roll), or (b) the date when the Project is recognized as exempt from taxation on the assessment roll of the Town of Knox, 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 Fifty-Nine Dollars and One Cent (\$859.01) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5.00) 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 special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such 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 requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10.0 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:

Knox II PV, LLC
c/o RIC Development, LLC
85 Broad St., 28th Floor
New York, NY 10004

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 Knox
Office of the Assessor
P.O. Box 7
Knox, NY, 12107

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 that (1) the Owner provides notice to the Taxing Jurisdiction that it is discontinuing the production of electricity and is decommissioning its equipment (a “Notice of Termination”); or (2) in any year in which the project is not receiving a partial real property tax exemption granted under NYS RPTL §487.

12.2 Commencing with 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 real property taxes due to the Taxing Jurisdiction for each Fiscal Year that would be applicable to Project without regard to the application of RPTL 487 to the Project. Owner's liability for the Annual Payments due in the Fiscal Year of such termination, shall be reduced by the pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, 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:

1. 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
2. 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.

12.4 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.

12.5 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.

KNOX II PV, LLC

By: _____

Name

Title

Date

COUNTY OF ALBANY, NEW YORK

By: _____

Name

Title

Date

TOWN OF KNOX 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	\$4,295.06
Year 2	\$4,380.96
Year 3	\$4,468.58
Year 4	\$4,557.95
Year 5	\$4,649.11
Year 6	\$4,742.09
Year 7	\$4,836.93
Year 8	\$4,933.67
Year 9	\$5,032.34
Year 10	\$5,132.99
Year 11	\$5,235.65
Year 12	\$5,340.36
Year 13	\$5,447.17
Year 14	\$5,556.11
Year 15	\$5,667.23



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
VETERANS SERVICE BUREAU
100 HERITAGE LN, 5TH FLOOR
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7710
FAX NUMBER: (518) 447-7714
WWW.ALBANYCOUNTY.COM/VETERANS

KENNETH SECOR
DIRECTOR

The Albany County Veteran Services Bureau is requesting approval to accept a donation of kayaks and related equipment from Robert Loya of SGT Fisher Upper Hudson Heroes.

The equipment to be accepted will be:

- 8 kayaks
- 1 kayak trailer
- 7 paddles
- 5 flotation vests
- 2 HD stabilizers

These kayaks and equipment will be used by the Albany County Veterans Peer Program to help promote mental and physical well-being among the Veterans of Albany County. Mr Loya had previously used this equipment for a non-profit that serviced Veterans and just wants it used for the same purpose.

The Peer Support Program brings United States Armed Forces Veterans, service members and their families together through Veteran-to-Veteran collaborative services, social activities, and community service, easing the transition from military to civilian life and dealing with issues related to PTSD and Traumatic Brain Injury (TBI).

This is a peer-based Veterans program with the following goals:

- Pursue outreach and education
- Encourage a connection among family, friends, and community
- Provide peer support
- Build resiliency among peers
- Provide access to suicide prevention/intervention initiatives; and
- Foster hope

Any questions regarding the acceptance and use of this equipment can be directed to the undersigned at 518-447-7713 or kenneth.secor@albanycountyny.gov.

Kenneth Secor, SGM(Ret)
Director

Albany County Veteran Services Bureau



County of Albany

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

Legislation Text

File #: TMP-3616, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Acceptance of Kayaking Equipment by Veteran Services Bureau for use in Veteran Peer Support Program

Date: 9-19-2022
Submitted By: Kenneth Secor
Department: Veteran Services Bureau
Title: Director
Phone: 518-447-7713
Department Rep.
Attending Meeting: Kenneth Secor

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) Accept Donation

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: NA
Source of Funds: Donation
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) Donation acceptance

Contract Terms/Conditions:

Party (Name/address):
Robert Loya / 2430 9th Ave, Watervliet, NY 12189

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

Amount/Raise Schedule/Fee: NONE
Scope of Services: Donation of Kayaking Equipment

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: NA

Revenue Amount: NA

Appropriation Account and Line: NA

Appropriation Amount: NA

Source of Funding - (Percentages)

Federal: NA

State: NA

County: NA

Local: NA

Term

Term: (Start and end date) Indefinite

Length of Contract: Permanently

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: NA

Date of Adoption: NA

Justification: (state briefly why legislative action is requested)

The Albany County Veteran Services Bureau is requesting approval to accept a donation of kayaks and related equipment from Robert Loya. These kayaks and equipment will be used by the Albany County Veterans Peer Support Program to help promote mental and physical well-being among the Veterans of Albany County. Mr Loya had previously used this equipment for a non-profit that serviced Veterans and just wants it used for the same purpose.

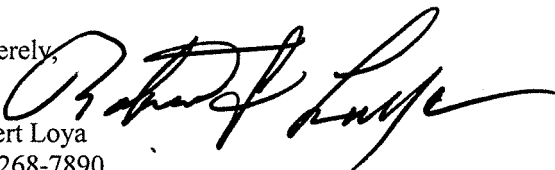
August 31, 2022

Robert Loya
2430 9th Ave
Watervliet, NY 12189

To the Albany County Legislature.

May it be known that I, Robert Loya intend to donate ⁸⁵²²7 kayaks, one trailer and various supporting equipment to your Veteran Services bureau. The property was originally purchased for the David Fisher Upper Hudson Heroes, Inc. This was a non for profit corporation, it's corporation number is 4257760 and was located at 2430 9th Ave. Watervliet NY 12189. The corporation has since been dissolved and I would like the aforementioned property to be donated to the County of Albany at no cost of the County. My intent is to ensure the property continues to benefit the Veterans and citizens of Albany County.

Sincerely,


Robert Loya
518-268-7890

Equipment

CAROLINA RED WEM18P48B000
CAROLINA YELLOW WEM9943E000
PAMLICO BLUE WEMREHAYK607
PUNGO 120 ORANGE WEMMBYHKI212
PUNGO 120 ORANGE WEMMBVYUI
PANGO 120 4/0 WEMMBUAYG212
CAROLINA RED WEM9M77D000
DAGGER GREEN WEMX53MWA212
2018 TRAILER, WHITE, HOMEMADE
7 WERNER PADDLES
5 FLOATATION VESTS
2 HD STABILZERS

RESOLUTION NO. __

RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (“ALBANY”), ADOPTED _____, 2022, AUTHORIZING (1) THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN ALBANY AND THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK (THE “AUTHORITY”), AND (2) THE EXECUTION OF A MUNICIPAL COOPERATION AGREEMENT AND RELATED AGREEMENTS IN CONNECTION WITH ALL OF THE FOREGOING.

WHEREAS, Capital District Youth Center, Inc. (the “CDYCI”) is a not-for profit corporation organized for the purpose of, among other things, assisting the Counties of Albany, Rensselaer, Saratoga and Schenectady (collectively, the “Counties”) and thus lessening the burdens of government by acquiring, financing, constructing, reconstructing, remodeling, enlarging, altering, repairing, operating, managing, leasing (as lessee or lessor), selling or otherwise disposing of a regional juvenile detention facility; and

WHEREAS, CDYCI, by resolution adopted on February 6, 1997 issued bonds (the “1997 Bonds”) in the aggregate principal amount of \$5,070,000 for the purpose of financing a project (the “1997 Project”) consisting of constructing and equipping a regional juvenile secure detention facility known as the Capital District Juvenile Secure Detention Facility (the “Detention Facility”) upon land owned by County of Albany (“Albany”) and located at 838 Albany-Shaker Road, Albany, New York (the “Land”); and

WHEREAS, pursuant to the terms of a ground lease dated as of February 1, 1997 (the “Ground Lease”) by and between Albany, as landlord, and the CDYCI, as tenant, the CDYCI leased an interest in the Detention Facility consisting of (1) the Land, (2) certain improvements constructed thereon (the “Facility”) and (3) certain machinery and equipment acquired and installed thereon (the “Equipment”) (the Land, the Facility, and the Equipment being collectively referred to as the “Project Facility”); and

WHEREAS, on February 10, 2017, the 1997 Bonds were discharged and pursuant to Section 4.4 of a municipal cooperation agreement dated as of February 1, 1997 by and among the Counties (the “1997 Municipal Cooperation Agreement”), fee title to the Detention Facility was conveyed by CDYCI to Albany without consideration and all leases, including the Ground Lease, management contracts and other encumbrances automatically terminated on the date of such discharge; and

WHEREAS, notwithstanding the automatic transfer of title in the Project Facility to Albany, the Counties desired to maintain CDYCI’s role in the administration, management and operation of the Project Facility on behalf of the Counties in accordance with Article 5-G of the General Municipal Law of the State of New York (the “GML”) and Section 218-a of the County Law of the State of New York (the “County Law”); and

WHEREAS, following the automatic transfer of title in the Project Facility to Albany, Albany and CDYCI entered into a series of leases to provide for the leasing of the Project Facility to CDYCI (collectively, the “Prior Leases”); and

WHEREAS, the Prior Leases have been superseded and replaced by a single lease dated as of January 1, 2020 (the “Lease Agreement”) by and between Albany and CDYCI; and

WHEREAS, pursuant to a first amendment to lease dated as of July 1, 2022 (the “First Amendment to Lease”) by and between Albany and CDYCI, the Lease Agreement has been amended to extend the term of the Lease Agreement to December 31, 2039; and

WHEREAS, by Resolution No. 356 for 2022, this Honorable Body authorized the Albany County Executive (the “County Executive”) to execute and deliver a second amendment to lease (the “Second Amendment to Lease”) by and between Albany and CDYCI to extend the term of the Lease Agreement for a term commencing January 1, 2020 and ending December 31, 2044; and

WHEREAS, Albany has requested that the Dormitory Authority of the State of New York, a body corporate and politic constituting a public benefit corporation, established under and by virtue of the laws of the State of New York (the “Authority”) finance the Project (as defined in the hereinafter defined Financing Agreement) by the issuance of its Series of Raise the Age Revenue Bond Financing Program Revenue Bonds (the “Bonds”), and to make a proportionate share of the proceeds of the Bonds (the “Albany Share”) available to Albany pursuant to a financing agreement by and between Albany and the Authority (the “Financing Agreement”); and

WHEREAS, Albany desires to agree to receive the Albany Share and to make payments to the Authority for the repayment of the Albany Share upon the terms and conditions set forth in the Financing Agreement; and

WHEREAS, to provide a source of payment for the Albany Share, the Counties propose to enter into a municipal cooperation agreement (the “Municipal Cooperation Agreement”) by and among the Counties pursuant to which the Counties will agree to share the cost of repayment of the Albany Share to be made by Albany to the Authority pursuant to the Financing Agreement and certain other matters relating thereto; and

WHEREAS, in connection with the issuance of the Bonds by the Authority, Albany desires to execute and deliver the Financing Agreement and the Municipal Cooperation Agreement, and various other documents related thereto;

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

Section 1. All action taken by this Honorable Body or the County Executive with respect to the Project is hereby ratified and confirmed.

Section 2. The form and substance of the Financing Agreement, and the Municipal Cooperation Agreement are hereby approved.

Section 3. The acceptance of the Albany Share by Albany in an amount to be set forth in the Financing Agreement, and in the form to be provided to and reviewed by this Honorable Body, all pursuant to the laws of the State of New York and in accordance with the Financing Agreement, is hereby authorized and approved, provided that the Albany Share shall be accepted solely for the purpose of providing funds to finance the Project.

Section 4. The County Executive is hereby authorized, on behalf of Albany, to execute and deliver the Financing Agreement, the Municipal Cooperation Agreement, and any other agreement in connection with the Project (hereinafter collectively called the “Albany Documents”), and, where appropriate, the Clerk of Albany and/or the County Attorney of Albany is hereby authorized to affix the seal of Albany thereto and to attest the same, all in substantially the forms thereof presented to this

meeting, with such changes, variations, omissions and insertions as the County Executive shall approve, the execution thereof by the County Executive to constitute conclusive evidence of such approval.

Section 5. The officers, employees and agents of Albany are hereby authorized and directed for and in the name and on behalf of Albany to do all lawful acts and things required or provided for by the provisions of the Albany Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further lawful acts and things as may be necessary or in the opinion of the officer, employee or agent acting desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by Albany with all of the terms, covenants and provisions of the Albany Documents binding upon Albany.

Section 6. The Authority has previously determined that the undertaking of the Project is an “unlisted action” and issued a “negative declaration” and, accordingly, no other determination or procedures under the State Environmental Quality Review Act (“SEQR”) is required.

Section 7. The County Executive is authorized and directed to distribute copies of this Resolution to the CDYCI and the Authority to do such further things or perform such lawful acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. This Resolution shall take effect immediately.

CLERK'S CERTIFICATE

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the ____ day of _____, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this ____ day of _____, 2022

Clerk, Albany County Legislature

[SEAL]



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

September 28, 2022

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

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax foreclosed property located in the City of Albany, 213 Mount Hope Drive to April Purcell the sole heir of the deceased immediate former property owner.

Ms. Purcell has placed on deposit the amount of \$41,500.00, which represents the full amount of delinquent taxes owed to the County for 213 Mount Hope Drive at this writing.

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

Sincerely Yours,

M. David Reilly, JR
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3669, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Click or tap here to enter text.

Requesting Legislative Action to Authorize the Conveyance of Tax Foreclosed Property

Date:	September 9, 2022
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☐

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

Is there a Fiscal Impact: Yes ☐ No ☐

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 265
Date of Adoption: 7/11/2022

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authorization to transfer tax-foreclosed property located in the City of Albany, 213 Mount Hope Drive, Tax Map No 87.23-1-14, to April Purcell daughter of and the sole heir of the estate of the deceased former owner Patricia Purcell. April Purcell who resides at, 213 Mount Hope Drive, Albany, NY 12202, has placed on deposit the amount of \$41,500.00, 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.

September 28, 2022

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

County Executive Mc Coy:

My name is April Purcell I reside at 213 Mount Hope Drive in the City of Albany a property that the County foreclosed on. My deceased mother Patricia Purcell is currently listed as the owner of the property.

I have been granted testimony papers as being the sole heir of her estate and have deposited \$41,500.00 with the County Finance Department in hopes of having this property deeded to me.

Please accept this letter as a request to have 213 Mount Hope Drive put through the process where it can be conveyed to me.

Sincerely,

April Dawn Purcell
April Purcell

213 Mount Hope Drive
Albany NY 12202

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

File #: 2019-403

Date of Death: June 29, 2016

Name of Decedent: Patricia A Purcell

Domicile of Decedent: Town of Bethlehem

Fiduciary Appointed: April D Purcell Bacon

Mailing Address
213 Mount Hope Drive
Albany NY 12202

Letters Issued: LETTERS OF ADMINISTRATION

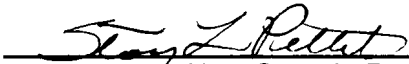
Limitations: NONE

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

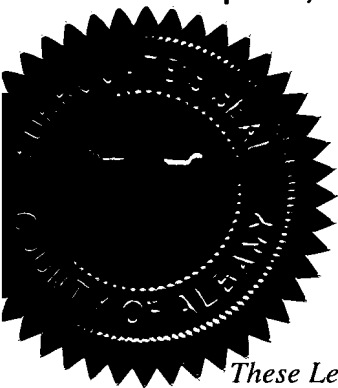
Dated: April 23, 2019

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

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



Hon. Stacy L. Pettit



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

Attorney:
Kathleen A DiPaola
Copps DiPaola PLLC
126 State Street
Albany NY 12207

State of New York
County of Albany Surrogate's Court

-----X
In the Matter of the Estate of

AFFIDAVIT OF HEIRSHIP

Patricia A. Purcell

File No.

Deceased.

-----X
State of New York)
County of Albany) ss.:

Alison Coleman, being duly sworn, deposes and says that:

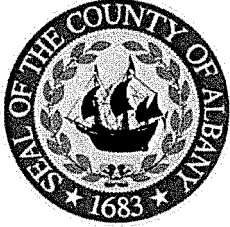
1. My address is 104 Patroon Drive, Apt. 11, Guilderland, New York 12084.
2. I am not legally interested in the Estate of Patricia A. Purcell.
3. I have known Patricia A. Purcell for 35 years.
4. Patricia A. Purcell was not married.
5. Patricia A. Purcell's parents are both deceased.
6. Patricia A. Purcell had no siblings.
7. Patricia A. Purcell had one child, April D. Purcell Bacon.
8. I make this Affidavit knowing that the Court will rely on it in appointing the Administratrix of the Estate of Patricia A. Purcell.

x Alison Coleman
Alison Coleman

Sworn to before this
12th day of April, 2019.

Sonia Uytiepo
Notary Public

SONIA UYTIEPO
Notary Public, State of New York
Qualified in Albany County
No. 01UY6261411
Commission Expires May 7, 2020



COUNTY OF ALBANY DIVISION OF FINANCE

DEPOSIT TRANSMITTAL

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

DEPARTMENT: Management and Budget



ADDRESS: 112 STATE ST

Total Number of Checks: 3

Total Amount of Checks: \$41,500.00

Total Amount of Cash: \$0.00

Total Deposit: \$41,500.00

ORG	OBJECT	PROJECT	DESCRIPTION	AMOUNT
A	00690		213 MT HOPE DR PURCELL REACQ	\$ 20,000.00
			213 MT HOPE DR PURCELL REACQPURCE	\$ 11,500.00
			213 MT HOPE DR PURCELL REACQPURCE	\$ 10,000.00
				\$
			APRIL PURCELL	\$
			213 MOUNT HOPE DR	\$
			ALBANY NY	\$
				\$
			OWNER REACQUISITON	\$
				\$
				\$
				\$
				\$
				\$

VERIFIED BY: AW

DATE: 9/7/22

TITLE: Tax Rec. Mgr.

If Problems with Deposit, Contact: _____

Phone: 3030

FOR OFFICE USE ONLY: DIVISION OF FINANCE

PAID RECEIPT STAMP

RECEIVED BY (Initial): AW

SEP - 6 2022
SEP - 6 2022



P.O. Box 12189
Albany, NY 12212-2189

OFFICIAL CHECK



DATE:
09/07/2022

CHECK NO. 430008
29-7338/2213

PAY TO THE
ORDER OF Albany County

Ref:

PAY Twenty Thousand and 00/100*****
Albany County

\$ **** 20,000.00 ****

⑈ 430008 ⑈ ⑆ 221373383 ⑆ 1690064780 ⑈

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

29-7327
2213

No. 0000965825



4-Winners Circle
Albany, NY 12205

OFFICIAL CHECK

09/07/22

A Division of Broadview

\$11,500.00

PAY *** Eleven Thousand Five Hundred Dollars and 00 Cents ***

TO THE
ORDER
OF *ALBANY COUNTY*
RE: APRIL PURCELL
213 MT HOPE DR
ALBANY NY, 12202

VOID AFTER 180 DAYS



⑈ 0000965825 ⑈ ⑆ 221373273 ⑆ 2301500000 ⑈

THIS DOCUMENT HAS: TRUE WATERMARK HOLD AT LIGHT TO VIEW • ENDORSEMENT BACKER • MICROPRINT SIGNATURE LINE



P.O. Box 12189
Albany, NY 12212-2189

OFFICIAL CHECK



DATE:
09/07/2022

CHECK NO. 430009
29-7338/2213

PAY TO THE
ORDER OF ALBANY COUNTY

Ref:

PAY Ten Thousand and 00/100*****
ALBANY COUNTY

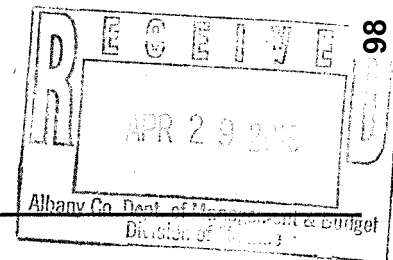
\$ **** 10,000.00 ****

APRIL PURCELL 213 MT HOPE DR 12202

⑈ 430009 ⑈ ⑆ 221373383 ⑆ 1690064780 ⑈

Year
2021
2020
2020
2019
2019
2018
2018
2017
2017
2016
2016
2015
2015
2014
2014

	213 MOUNT HOPE DR			
Type	BASE	5%/FEE	INTEREST	TOTAL 7/31/2021
E	1611.57	80.58	\$ 338.43	\$ 2,030.58
E	1857.88	92.89	\$ 353.00	\$ 2,303.77
1	1577.92	78.9	\$ 504.93	\$ 2,161.75
E	1822.45	317.12	\$ 656.08	\$ 2,795.65
1	1294.31	65.72	\$ 582.44	\$ 1,942.47
E	2051.74	225	\$ 861.73	\$ 3,138.47
1	1218.59		\$ 694.60	\$ 1,913.19
E	1830.63	92.53	\$ 1,098.38	\$ 3,021.54
1	1204.12	225	\$ 830.84	\$ 2,259.96
1	1490.43		\$ 1,192.34	\$ 2,682.77
E	2192.15	150	\$ 1,556.43	\$ 3,898.58
1	1647.82		\$ 1,532.47	\$ 3,180.29
E	263.56		\$ 221.39	\$ 484.95
E	1976.5	150	\$ 2,055.56	\$ 4,182.06
1	1381.61	325	\$ 1,436.87	\$ 3,143.48
				\$ 39,139.52



TAX LIEN FORECLOSURE SEARCH

Search Date March 27, 2019

OHTA Number A17-0964

Municipality City of Albany

Index Number 2650-15

Foreclosure No. 0002690

Tax Map Number 87.23-1-14

Property Address 213 Mount Hope Drive, Albany, NY 12202

Date of Filing of List of Delinquent Taxes June 1, 2015

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

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

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. Patricia A. Purcell	213 Mount Hope Drive	Albany	NY 12202
------------------------	----------------------	--------	----------

A-2. ADDITIONAL ADDRESSEES

2. Patricia A. Purcell	208 Mount Hope Drive	Albany	NY 12202
3. Patricia A. Purcell	506 Astor Court	Delmar	NY 12054
4. Dorothy R. Tischler, Esq.	323 Delaware Avenue	Delmar	NY 12054

Source Deed Book 2659 Page 469

Deed R and R Dorothy R. Tischler, Esq.
323 Delaware Avenue
Delmar, New York 12054

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 I (continued)**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.

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II (continued)

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

007634

LIBER 2659 PAGE 469

EXECUTOR'S DEED

THIS INDENTURE, made the 22nd day of June, Two Thousand, between Nancy C. Scott, residing at 24 1st Avenue, Albany, New York, 12202, Administratrix of the Estate of GARY SCOTT, last of Albany County, New York, who died on the 10th day of March, 1999, and William Allen Scott, Jr. residing at 10225 A North 97th Avenue, Peoria, Arizona 85345, parties of the first part, and Patricia A. Purcell, residing at 208 Mt. Hope Drive, Albany, New York 12202, party of the second part;

WITNESSETH, that Nancy Scott, to whom Letters of Administration were issued by the Surrogate's Court, Albany County, New York on August 5, 1999 and by virtue of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and William Allen Scott, parties of the first part, and in consideration of Forty Two Thousand Five Hundred and No/100 (\$42,500.00) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

ALL THE RIGHT, TITLE and INTEREST of the parties of the first part in and to the parcel of land described as follows: ALL THAT PARCEL OF LAND situate in the City of Albany, County of Albany, State of N.Y. bounded and described as follows: BEGINNING at a point in the north line of Mount Hope Drive and being more particularly described as follows: Beginning at the point of intersection of the north line of Mount Hope Drive and the west line of Little Lane, thence along the north line of Mount Hope Drive North 64° 19' West a distance of 369.90 feet to the point of curve of a circular arc with a radius of 300 feet; thence westerly curving to the left along said arc along the north line of Mount Hope Drive a distance of 43.78 feet to the southeast corner of No. 213 Mount Hope Drive which is the point of beginning of the parcel of land herein described; thence westerly along the north line of Mount Hope Drive along the arc of a circular arc with a radius of 300 feet a distance of 18.85; thence North 10° 22' East on a line running through the center of the party wall between Nos. 213 and 215 Mount Hope Drive a distance of 68.0 feet to a point thence South 89° 23' East a distance of 19.00 feet thence South 10° 22' West on a line running through the center of the party wall between Nos. 211 and 213 Mount Hope Drive a distance of 73.20 feet to the point and place of beginning; being lot No. 213 Mount Hope Drive as shown on the "Map showing location of buildings with reference to property lines of Nos. 185-221 Mount Hope Drive, Albany, New York," made by Ben B. Hershberg C.E. dated November 7, 1966 and filed in the office of the Albany County Clerk in Drawer 164 as Map 4361.

BEING the same premises conveyed to William Allen Scott, Jr., and Gary E. Scott, by deed dated July 9, 1992, which was recorded in the Albany County Clerk's Office on July 10, 1992 in Liber 2463 of Deeds at Page 83. Gary E. Scott died a resident of Albany County, New York on March 10, 1999 without leaving a will. Letters of Administration, which were granted to Nancy C. Scott on August 5, 1999 by the Albany County Surrogate's Court under Index No. 80866, are in full force and effect.

SUBJECT to all enforceable covenants, conditions, restrictions, easements, and agreements and rights-of-way of record affecting same.

TOGETHER with all right, title and interest, if any, of the parties of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the parties of the first part have or had power to convey or dispose of, whether individually, or by virtue of said Will or otherwise,

LIBER 2659 PAGE 470

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND, the parties of the first part, in compliance with Section 13 of the Alien Law, covenants that the parties of the first part 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.

The word "party" shall be construed as if it read "parties" whenever the sense of the indenture so requires.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed the day and year first above written.

IN PRESENCE OF

Nancy C. Scott, Administratrix
NANCY D. SCOTT, ADMINISTRATRIX

William Allen Scott, Jr.
WILLIAM ALLEN SCOTT, JR.

STATE OF NEW YORK :
:SS.:

COUNTY OF ALBANY :

On the 27th day of June, 2000, before me, the undersigned, personally appeared Nancy C. Scott personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

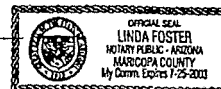
Sheila Hilley
NOTARY PUBLIC

STATE OF ARIZONA :
:SS.:

COUNTY OF MARICOPA :

On this 27th day of June, 2000, before me, the undersigned, personally appeared William Allen Scott, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in Peoria, Arizona.

Linda Foster
Notary Public



Tax Map No. 87.23-1-14
Tax Billing Address 213 Mount Hope Drive, Albany, New York 12202

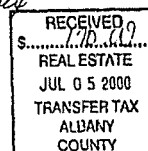
Record and Return to:

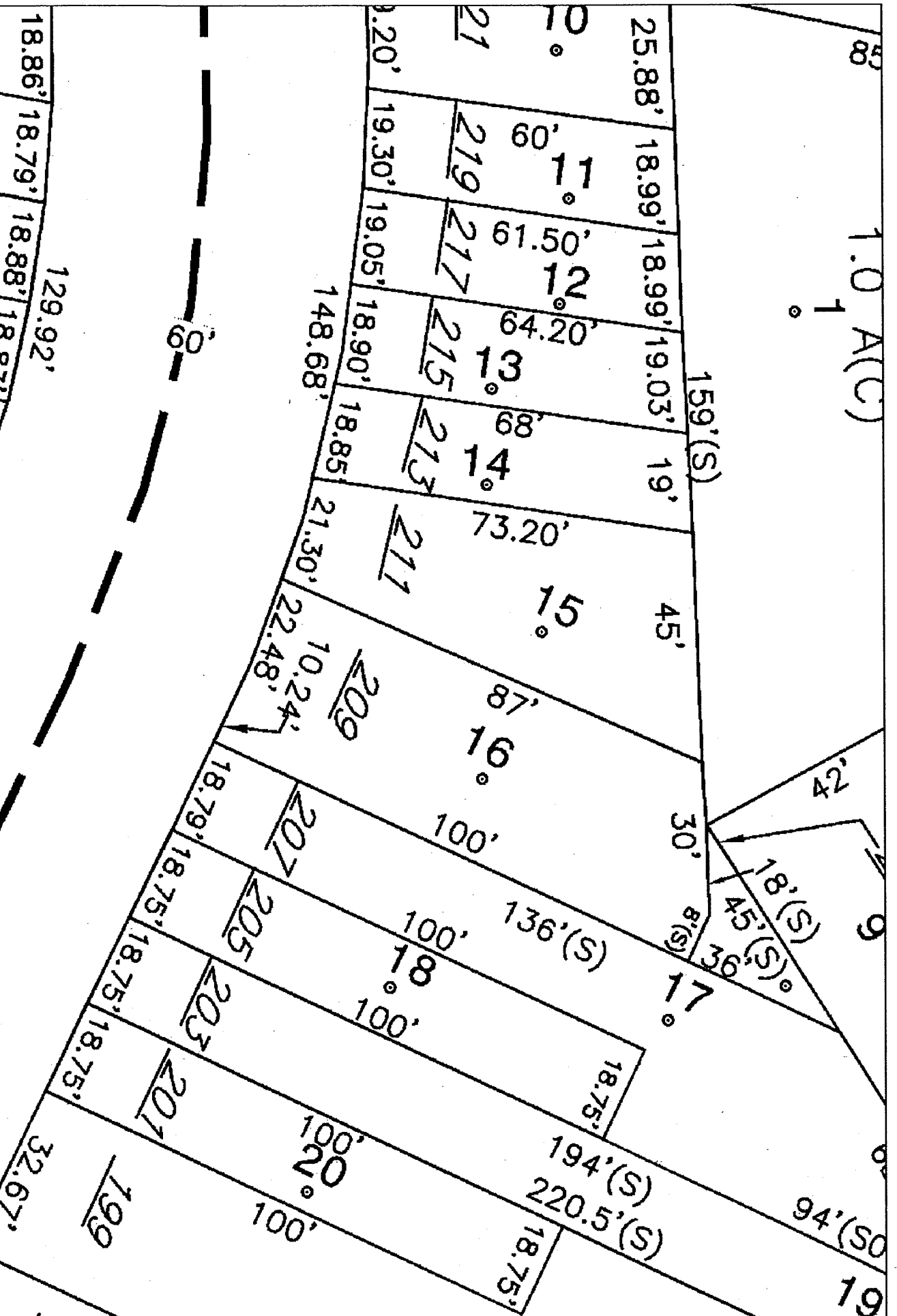
Dorothy R. Tischler, Esq.
Kansas & Tischler
323 Delaware Avenue
Delmar, New York 12054

STATE OF NEW YORK)
COUNTY OF ALBANY)

Recorded in DEEDS
As Shown Hereon and
Examined

Thomas G. Clingan
THOMAS G. CLINGAN
ALBANY COUNTY CLERK







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

June 6, 2022

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

Dear Chairman Joyce:

Legislative authorization is being requested to convey tax foreclosed property located in the Town of Rensselaerville, 241 County Route 357

This sale is pursuant to ABL Resolution No. 29 of 2019 the Albany County Disposition Plan Economic Development clause which states, "Properties which will be discretionally conveyed by the County to individuals or entities for economic development purposes .The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability"

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

Erin Hoyt
468 County Route 22
Oak Hill, NY 12460

August 19, 2022

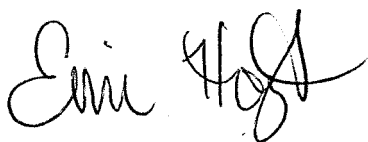
County Executive Daniel McCoy
112 State Street, Room 1200
Albany, NY 12207

Dear County Executive McCoy,

I am writing to you to express interest in purchasing a property located in Albany County. The address of the property is 241 County Route 357 Medusa, NY 12120. The reference number associated with the property is 03181-18 000970.

I currently own a parcel of land a few miles down the road from this property, we are currently looking for a house and property to renovate and live in full time. This property would be ideal for our family to fix up and live in permanently. The purchase of this property would be for the betterment of the community as the property has been vacant for many years. We do have access to cash if necessary for a sale. I am willing to pay \$50,000 for the parcel of land. We have viewed the property and the current state of the house and we are aware of the current condition of everything on the property.

Thank you for your time and consideration in this matter. I look forward to hearing from your office. I can be reached at (518) 491-0036, my email address is enmyhre@yahoo.com.



Erin Hoyt

RECEIVED

AUG 19 REC'D

ALBANY COUNTY
EXECUTIVE OFFICE



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

COUNTY OWNED PROPERTY INFORMATION

Municipality – Rennselearville

Address of Property – 241 County Route 357

Tax Map Number-Property Description-173.-1-14 – One Family Residence

PROPERTIES OWNED BY PROSPECTIVE PURCHASER

Purchaser- Erin Hoyt

Town of Rennselearville – 66 North Road

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Rennselearville Code Enforcement Officer 9/2/2022

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/2/2022

COUNTY FORECLOSURE INFORMATION

Not Applicable

Signed

ANTHONY DILELLA

Property Manager

Date- September 2, 2022









COUNTY OF ALBANY

Parcel Find

PARCEL: 17300000010140000000
LOCATION: 241 CR 357
NAME: *** VARIOUS **

TAX LIEN - 2021
EFF DATE: 06/28/2022

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-B	1516	Y	241 CR 357	7,663.05	7,663.05	8,046.20
2021	TL-B	429	Y	241 CR 357	7,962.33	7,962.33	9,315.93
2020	TL-B	529	Y	241 CR 357	8,158.96	8,158.96	10,459.81
2019	RE-B	2207	Y	241 CR 357	7,704.67	7,704.67	10,401.30
2018	RE-B	1746	Y	241 CR 357	7,521.82	7,521.82	10,154.46
2017	TL-B	465	Y	241 CR 357	7,969.02	7,969.02	13,002.63
2016	RE-B	39556	Y	241 CR 357	7,714.50	0.00	0.00
2015	TL-B	319	Y	241 CR 357	0.00	0.00	0.00
2015	RE-B	957	Y	241 CR 357	7,806.57	7,806.57	14,134.09
2014	TL-B	229	Y	241 CR 357	7,539.14	7,539.14	15,002.17
2013	TL-B	642	Y	241 CR 357	7,671.15	7,671.15	15,841.22
2012	TL-B	255	Y	241 CR 357	7,440.05	7,440.05	16,308.86
2011	TL-B	938	Y	241 CR 357	7,049.98	7,049.98	16,678.26
2010	TL-B	741	Y	241 CR 357	7,104.79	7,104.79	17,642.92
2009	TL-B	539	Y	241 CR 357	6,825.00	6,825.00	17,385.00
2008	TL-B	333	Y	241 CR 357	1,436.91	1,436.91	3,358.73
TOTAL DUE NOW						177,731.58	
TOTAL UNPAID						99,853.44	

** END OF REPORT - Generated by Dilella, Anthony **



APPRAISAL OF



LOCATED AT:

241 COUNTY ROUTE 357
RENSSELAERVILLE, NY 12120

CLIENT:

ALBANY COUNTY
112 STATE ST RM 600
ALBANY, NY, 12207

AS OF:

October 6, 2022

BY:

DAVID FONTANA

10/14/2022

ALBANY COUNTY
112 STATE ST RM 600
ALBANY, NY, 12207

File Number: 241 COUNTY ROUTE 357 RENSSE

In accordance with your request, I have appraised the real property at:

241 COUNTY ROUTE 357
RENSSELAERVILLE, NY 12120

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of October 6, 2022 is:

\$50,000
Fifty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.



DAVID FONTANA

Summary

File No. 241 COUNTY ROUTE

PURPOSE

SUBJECT

SALES HISTORY

NEIGHBORHOOD

SITE

IMPROVEMENTS

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User **ALBANY COUNTY**

Client Address **112 STATE ST RM 600**

Additional Intended User(s) **ALBANY COUNTY**

E-mail **anthony.dilella@albanycountyny.gov**

City **ALBANY**

State **NY**

Zip **12207**

Intended Use **TO SUPPORT A VALUATION FOR FORECLOSURE/SETTLEMENT PURPOSES**

Property Address **241 COUNTY ROUTE 357**

City **RENSSELAERVILLE**

State **NY**

Zip **12120**

Owner of Public Record **LINDA SHAVER**

County **ALBANY**

Legal Description **BOOK 2474 PAGE 771**

Assessor's Parcel # **173.-1-14**

Tax Year **2022**

R.E. Taxes \$ **6,621.00**

Neighborhood Name **T/O RENSSELAERVILLE**

Map Reference **MSA/MD 10580**

Census Tract **0148.02**

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date **N/A** Price **N/A** Source(s) **MLS and County Records**

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) **N/A**

Offerings, options and contracts as of the effective date of the appraisal **N/A**

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location ☐ Urban ☐ Suburban ☒ Rural	Property Values ☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	11 %				
Built-Up ☐ Over 75% ☐ 25-75% ☒ Under 25%	Demand/Supply ☒ Shortage ☐ In Balance ☐ Over Supply	\$(000)	(yrs)	2-4 Unit	0 %				
Growth ☐ Rapid ☒ Stable ☐ Slow	Marketing Time ☒ Under 3 mths ☐ 3-6 mths ☐ Over 6 mths	34 Low	3	Multi-Family	0 %				
Neighborhood Boundaries EAST BOUND BY SOUTH WESTERLO, NORTH BOUND BY MILLER RD, WEST BOUND BY RT 145, SOUTH BOUND BY ROUTE 403			559 High	232	Commercial	1 %			
Neighborhood Description PREDOMINANTLY RURAL RESIDENTIAL IN NATURE, WITH PRIMARILY OTHER SINGLE FAMILY RESIDENTIAL PROPERTIES IN CLOSE PROXIMITY TO THE SUBJECT.			180 Pred.	50	Other LAND	88 %			

Market Conditions (including support for the above conclusions) **INTEREST RATES ARE ON THE INCLINE. THE MARKETPLACE IS STILL SEEING ACTIVITY BUT AT A MORE STABILIZED RATE. INVENTORY RATES ARE STILL LOW.**

Dimensions **SEE PLAT MAP**

Area **4.70 AC**

Shape **IRREGULAR**

View **LAKE**

Specific Zoning Classification **A/RR**

Zoning Description **RESIDENTIAL**

Zoning Compliance ☐ Legal ☒ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

UNDER MINIMUM SITE SIZE OF 5 AC/LEGAL NON-CONFORMING

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No

If No, describe. **GIVEN THE PRESENT ZONING AND EFFECTIVE DEMAND, HIGHEST AND BEST USE IS LIMITED TO SINGLE UNIT AND THE PRESENT USE IS THE MOST PRACTICAL USE.**

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	☒	☐	Water	☐	Street	☒	☐
Gas	☐	☒ OIL	Sanitary Sewer	☐	Alley	☐	☐

Site Comments **THE PROPERTY HAS BEEN USED AS A DUMPING GROUND FOR SEVERAL OLD PROPANE AND HOT WATER TANKS. THIS NEEDS TO BE CLEANED UP AND IS ADJUSTED FOR UNDER CONDITION.**

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
Units ☒ One ☐ One w/Acc. unit ☐	☐ Concrete Slab ☐ Crawl Space	☒ Full Basement ☐ Partial Basement	Foundation Walls CNCRTBLK/AV	Floors wdlm/av,vnl-tl-ct/av-fr			
# of Stories 1			Exterior Walls VINYL/AVG	Walls WOOD/DW/AV.-FR			
Type ☒ Det. ☐ Alt. ☐ S-Det./End Unit	Basement Area 2216 sq. ft.	Roof Surface ASPHALT/FAIR	Trim/Finish DW/WD/FAIR	Bath Floor TL,VNL/AVG-			
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish 0 %	Gutters & Downspouts YES/AVG	Bath Wainscot FBRGLS/AVG-	Car Storage ☐ None			
Design (Style) RANCH	☐ Outside Entry/Exit ☐ Sump Pump	Window Type DBLHUNG/AVG-	Carport ☐ None				
Year Built 1977		Storm Sash/Insulated YES/AVG					
Effective Age (Yrs) 45		Screens YES/AVG-					
Attic ☐ None	Heating ☐ FWA ☒ HW ☐ Radiant	Amenities ☐ WoodStove(s) #0	☒ Driveway # of Cars 4				
☒ Drop Stair ☐ Stairs	☐ Other NONE ☐ Fuel OIL	☐ Fireplace(s) # 0 ☐ Fence 0	Driveway Surface PAVED				
☐ Floor ☐ Scuttle	Cooling ☐ Central Air Conditioning	☐ Patio/Deck NONE ☒ Porch 1	☒ Garage # of Cars 1				
☐ Finished ☐ Heated	☐ Individual ☒ Other NONE	☐ Pool NONE ☐ Other 0	☐ Carport # of Cars				
Appliances ☐ Refrigerator ☒ Range/Oven	☐ Dishwasher ☐ Disposal ☐ Microwave	☐ Washer/Dryer ☐ Other (describe)	☐ Att. ☐ Det. ☒ Built-in				
Finished area above grade contains: 6 Rooms		5 Bedrooms		3.0 Bath(s)		2,216 Square Feet of Gross Living Area Above Grade	
Additional Features BARN, SHEDS							

Comments on the Improvements **THE ROOF HAS A PORTION COVERED WITH TARP. THE WOOD LAMINATE FLOORING WITHIN THE STRUCTURE IS IN FAIR TO AVERAGE CONDITION OVERALL BUT THE OTHER FINISHES WITHIN ARE IN BELOW AVERAGE TO FAIR CONDITION OVERALL WITH WEAR AND TEAR AND MISSING FINISHES, MISSING BASEBOARD REGISTERS AND MISSING TRIM PRESENT THROUGHOUT. THE CEILING IN A PORTION OF THE RESIDENCE IS ALSO DAMAGED.**

Summary Residential Appraisal Report

File No. 241 COUNTY ROUTE

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3			
241 COUNTY ROUTE 357 Address RENSSELAERVILLE, NY		105 COUNTY ROUTE 312 WESTERLO, NY	68 STATE ROUTE 143 WESTERLO, NY	9433 STATE ROUTE 32 GREENVILLE, NY			
Proximity to Subject		8.56 miles NE	8.20 miles NE	7.26 miles SE			
Sale Price	\$ N/A	\$ 65,000	\$ 50,000	\$ 65,000			
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 44.28 sq. ft.	\$ 30.75 sq. ft.	\$ 47.24 sq. ft.			
Data Source(s)		MLS RECORDS	MLS RECORDS	MLS RECORDS			
Verification Source(s)		REAL-INFO, MLS	REAL-INFO, MLS	PUBLIC RECORDS, MLS			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment			
Sale or Financing		CASH	CASH	CASH			
Concessions		NONE NOTED	NONE NOTED	NONE NOTED			
Date of Sale/Time	N/A	05/17/2022	06/29/2022	02/14/2022			
Location	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL			
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE			
Site	4.70 AC	2.36 ACRES 2,500	2.00 ACRES 2,500	0.50 ACRES 4,000			
View	AVERAGE	AVERAGE	AVERAGE	AVERAGE			
Design (Style)	RANCH	OLD STYLE 0	OLD STYLE	COLONIAL			
Quality of Construction	AVERAGE	AVERAGE	AVERAGE	AVERAGE			
Actual Age	45+/- Years	172+/- Years	120+/- Years	122+/- Years			
Condition	FAIR	FAIR -15,000	AVG-/FAIR -25,000	AVG-/FAIR -25,000			
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths			
Room Count	9 4 3.0	6 4 1.0	7 4 1.0	6 3 1.1			
Gross Living Area 5.00	2,216 sq. ft.	1,468 sq. ft. 3,500	1,626 sq. ft. 3,000	1,376 sq. ft. 4,000			
Basement & Finished	FULL	PARTIAL 1,000	PARTIAL 1,000	FULL 0			
Rooms Below Grade	UNFINISHED	UNFINISHED 0	UNFINISHED 0	UNFINISHED 0			
Functional Utility	AVERAGE	AVERAGE	AVERAGE	AVERAGE			
Heating/Cooling	HWBB NONE	FWA NONE	HWBB NONE	HWBB NONE			
Energy Efficient Items	AVERAGE	AVERAGE	AVERAGE	AVERAGE			
Garage/Carport	1-CAR	NONE NOTED 2,000	NONE NOTED 2,000	2-CAR -2,000			
Porch/Patio/Deck	PORCH	DECK, PORCH -2,000	PORCH	PORCH			
MISC							
	BARN, SHEDS	NONE 2,000	NONE 2,000	NONE 2,000			
Net Adjustment (Total)		☐ + ☒ - \$ 3,000	☐ + ☒ - \$ 11,500	☐ + ☒ - \$ 13,500			
Adjusted Sale Price of Comparables		Net Adj. -4.62% Gross Adj. 47.69% \$ 62,000	Net Adj. -23.00% Gross Adj. 77.00% \$ 38,500	Net Adj. -20.77% Gross Adj. 62.31% \$ 51,500			
Summary of Sales Comparison Approach DISPARITY IN SIZE BETWEEN THE SUBJECT SITE AND THE SITE OF SALES ARE LARGE ENOUGH TO WARRANT ADJUSTMENT. ALL SALES ARE LOCATED IN SIMILARLY COMPRISED RESIDENTIAL LOCALES - NO ADJUSTMENTS WERE WARRANTED. SALES 1 IS IN INFERIOR CONDITION, REQUIRING MORE THOROUGH REPAIRS AND RENOVATIONS TO BEING TO LIVABLE CONDITION AND WAS ADJUSTED DOWNWARDLY. ADJUSTMENTS FOR ROOM COUNTS WHETHER UPWARD OR DOWNWARD ARE MADE ACCORDINGLY. SALE #1 AS PER BROKER RECORDS IS \$80,000 HOWEVER AS PER ASSESSOR RECORDS THE SALE PRICE IS \$65,000. WE WILL BE DEFERRING TO THE ASSESSOR RECORDS FOR THE SALE PRICE. SITE CLEAN-UP IS ESTIMATED UNDER CONDITION.							
COST APPROACH TO VALUE							
Site Value Comments COST APPROACH NOT PERFORMED							
COST APPROACH							
ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW		OPINION OF SITE VALUE					
Source of cost data COST APPROACH NOT PERFORMED		Dwelling 2,216 Sq. Ft. @ \$ = \$ 0					
Quality rating from cost service N/A Effective date of cost data N/A		Bsmt: 2216 Sq.Ft. Sq. Ft. @ \$ = \$ 0					
Comments on Cost Approach (gross living area calculations, depreciation, etc.)							
WE DID NOT PERFORM A COST APPROACH		Garage/Carport Sq. Ft. @ \$ = \$ 0					
		Total Estimate of Cost-New = \$ 0					
		Less 60 Physical Functional External					
		Depreciation \$0 \$0 \$0 = \$ (0)					
		Depreciated Cost of Improvements = \$ 0					
		"As-is" Value of Site Improvements = \$					
		INDICATED VALUE BY COST APPROACH = \$ 0					
INCOME APPROACH TO VALUE							
Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ N/A Indicated Value by Income Approach							
Summary of Income Approach (including support for market rent and GRM) WE DID NOT COMPLETE AN INCOME APPROACH.							
RECONCILIATION							
Indicated Value by: Sales Comparison Approach \$ 50,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ N/A							
THE HIGH QUALITY OF THE DATA USED IN THE SALES COMPARISON APPROACH DEMONSTRATES ITS VIABILITY AS THE BEST VALUE INDICATOR. THE COST APPROACH WAS NOT PERFORMED, AS STATED ABOVE. THE INCOME APPROACH TO VALUE WAS NOT DEVELOPED.							
This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☐ subject to the following:							
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 50,000 as of 10/06/2022, which is the effective date of this appraisal.							

Client: ALBANY COUNTY

File No.: 241 COUNTY ROUTE 357 RENSSELAERVILLE GI

Property Address: 241 COUNTY ROUTE 357

Case No.:

City: RENSSELAERVILLE

State: NY

Zip: 12120

THIS IS AN APPRAISAL REPORT

SOURCES USED IN THIS REPORT: INTERIOR AND EXTERIOR INSPECTION OF THE SUBJECT PROPERTY, PUBLIC DATA SOURCES, ASSESSOR'S RECORDS, MLS, REAL-INFO, NYSORPS, NYSORPS MUNI-PRO, FFIEC, US CENSUS BUREAU, MARSHALL AND SWIFT'S, INTERFLOOD FLOOD MAPS, USGS MAPS, APPRAISERS KNOWLEDGE OF THE SUBJECT'S MARKET AREA.

THIS APPRAISAL IS NOT A HOME INSPECTION AND THE APPRAISER IS NOT ACTING AS A HOME INSPECTOR WHEN PREPARING THE REPORT. THE CLIENT HAS THE RIGHT TO HAVE THE HOME INSPECTED BY A PROFESSIONAL HOME INSPECTOR. THE APPRAISER IS SIMPLY ASKED TO MAKE REASONABLE OBSERVATIONS ABOUT THE PROPERTY AND THE SITE, AND THEN REPORT THAT INFORMATION. WHEN PERFORMING THE INSPECTION OF THIS PROPERTY, THE APPRAISER VISUALLY OBSERVED AREAS THAT WERE READILY ACCESSIBLE. THE APPRAISER IS NOT REQUIRED TO DISTURB OR MOVE ANYTHING THAT OBSTRUCTS ACCESS OR VISIBILITY.

NEIGHBORHOOD MARKET CONDITIONS

MARKET / VALUE OPINION

THE SUBJECTS FINAL VALUE ESTIMATE CORRELATES WITH THE REGIONS SINGLE-FAMILY RESIDENTIAL SALES TRENDS DUE TO ITS SIZE, LOCATION AND AMENITIES. THE ONE UNIT HOUSING TREND DATA ENCOMPASSES ALL SALES WITHIN A USER DEFINED NEIGHBORHOOD FROM THE LOWEST TO HIGHEST TRANSACTED SALE; THE NUMBER REFLECTED IN THE REPORT IS THE MEDIAN FIGURE FOR THOSE SALES.

MEDIAN VALUE FOR THE ONE UNIT HOUSING TRENDS BY DEFINITION STATES HALF OF THE SALES ARE ABOVE AND HALF ARE BELOW THE STATED MEDIAN VALUE OF THE PREVAILING MARKET PRICES RESEARCHED IN THE VALUE RANGES OF ALL THE SALES IN A USER DEFINED MARKET AREA. THE SUBJECT HAVING MORE OR LESS AMENITY AND/OR DESIRABILITY THAN OTHER SALES ALLOWS THE SUBJECT'S RECONCILED VALUE TO FALL TO ONE SIDE OR THE OTHER OF THE OVERALL MARKET MEDIAN VALUE STATED ONE UNIT HOUSING TREND.

THE STATED MEDIAN VALUE FOR ALL SALES SHOULD NOT BE UTILIZED TO GAUGE THE MARKET VALUE OF THE SUBJECT AS IT IS ONLY A TOOL FOR ASSISTING THE READER TO UNDERSTAND THE GREATER MARKET AREA RANGE AND, ANY ATTEMPTS BY THE READER TO USE THAT VALUE AS A GAUGE FOR THE SUBJECT VALUE WOULD POTENTIALLY PRODUCE AN ERRONEOUS CONCLUSION AS TO THE ADJUSTED SALE PRICE AND/OR INDICATED MARKET VALUE AS RECONCILED IN THE REPORT. ADDITIONALLY, TO ASSUME THE SUBJECT SHOULD ALWAYS BE AT THE APEX OF THE PREDOMINANT CURVE WOULD BE A FALSE ASSUMPTION.

Specific Zoning Classification

A/RR

Zoning Compliance

LEGALLY NON-CONFORMING

SITE/IMPROVEMENTS

THE SUBJECTS UTILITIES CONSIST OF ELECTRICITY, SEPTIC, AND PRIVATE WATER. WHEN WE INSPECTED THE PROPERTY, WE DID NOT WALK INTO THE HIGH BRUSH AREAS. OUR CLIENT PROVIDED US BLACK AND WHITE PHOTOGRAPHS OF AN AREA TO THE REAR WHERE IT IS APPARENT SIGNIFICANT DUMPING OF OLD HOT WATER TANKS AND PROPANE TANKS ARE STREWN ABOUT. THESE AREAS WOULD HAVE TO BE CLEANED-UP AND OUR ESTIMATES HAVE BEEN ADJUSTED UNDER CONDITION.

ALSO NOTE A SECTION OF THE ROOF IS TARPED.

COMMENTS ON SALES COMPARISON

THE SALES SELECTED ARE CONSIDERED TO BE THE BEST, CLOSEST AND MOST RECENT TRUE COMPARABLES AVAILABLE WITHIN THE SUBJECT MARKET AREA AND ARE CONSIDERED TO BE RELIABLE INDICATORS OF THE SUBJECT'S MARKET VALUE. EQUAL CONSIDERATION TO VALUE WAS GIVEN TO COMPARABLES FOR GENERAL OVERALL LIKENESS TO THE SUBJECT IN FUNCTIONAL UTILITY, AGE, STYLE AND GLA. THE APPRAISED VALUE ASSUMES THAT THERE ARE NO ADVERSE ENVIRONMENTAL CONDITIONS. NO ITEMS OF PERSONAL PROPERTY WERE GIVEN VALUE OR CONSIDERATION IN THE FINAL VALUE ESTIMATE. ITEMS SUCH AS ABOVE GROUND POOLS ARE CONSIDERED PERSONAL PROPERTY BY THE APPRAISER AND THEREFORE GIVEN NO WEIGHT OR VALUE IN THE SALES GRID OR FINAL VALUE ESTIMATE.

THE VALUE RANGE AND USER DEFINED MARKET UTILIZED ARE DEEMED SUFFICIENT TO ENSURE THAT ALL PROPERTIES DEEMED TO BE RELIABLE INDICATORS OF MARKET VALUE FOR THE SUBJECT AND ITS AMENITY WERE GIVEN EQUAL OPPORTUNITY TO BE CONSIDERED AND OR SELECTED FOR USE IN THIS APPRAISAL REPORT.

WHEN CHOOSING COMPARABLE SALES, THE APPRAISER HAS CHOSEN THE CLOSEST AND MOST RECENT COMPARABLE SALES AVAILABLE AT THE TIME OF THE APPRAISAL. DUE TO THE NATURE OF THE MARKET AREA OF THE PROPERTY, IT WAS NECESSARY TO EXPAND THE COMPARABLE PROPERTIES AREA OF RESEARCH TO ACCURATELY DEPICT THE SUBJECTS CORRECT ESTIMATE OF VALUE. IT IS NECESSARY TO EXPAND THE MARKETING SEARCH OVER 1 MILE FROM THE SUBJECT AND CONSIDER SALES OLDER THAN 6 MONTHS IN ORDER TO LOCATE RECENT COMPARABLE SALES. THIS IS TYPICAL AND COMMON FOR THE SUBJECT'S MARKET AREA. THE TOWNS LISTED IN THE NEIGHBORHOOD BOUNDARIES ARE CONSIDERED THE SUBJECT MARKET AREA.

ADDENDUM

Client: ALBANY COUNTY	File No.: 241 COUNTY ROUTE 357 RENSSELAERVILLE GI
Property Address: 241 COUNTY ROUTE 357	Case No.:
City: RENSSELAERVILLE	State: NY Zip: 12120

DURING THE NORMAL COURSE OF BUSINESS LINE ITEM, NET AND GROSS ADJUSTMENT TOTALS MAY HAVE EXCEEDED 10% GLA, 15% PER LINE ITEM AND 25% GROSS ADJUSTMENT TOTALS. THESE ACTIONS WERE NECESSARY TO ACHIEVE EQUALITY AMONG SALES AND TO ADEQUATELY COMPENSATE FOR AMENITY.

SALES CONCESSIONS;
SELLERS CONCESSIONS, IF ANY, WERE SUBTRACTED FROM THE ADVERTISED CLOSED SALE PRICE TO ARRIVE AT A TRUE SALE PRICE FOR THE COMPARABLE PROPERTY.

FINAL RECONCILIATION

THE FINAL VALUE DERIVED FROM THE MARKET APPROACH APPEARS THE BEST INDICATOR OF VALUE AND GENERALLY REFLECTS THE ATTITUDES OF BUYERS & SELLERS IN THE MARKETPLACE AND IS REASONABLE AND SUPPORTABLE. INSUFFICIENT DATA AVAILABLE TO DETERMINE A VALUE ESTIMATE BASED ON THE INCOME APPROACH.

CONDITIONS OF APPRAISAL

CONDITIONS OF APPRAISAL

THE APPRAISAL IS MADE UNDER THE HYPOTHETICAL CONDITION AND MAKING THE EXTRAORDINARY ASSUMPTION THAT; THE INFORMATION GATHERED THROUGH 3RD PARTY SOURCES AND PUBLIC RECORD ARE TRUE AND CORRECT.
THE APPRAISAL IS MADE UNDER THE FOLLOWING CONDITIONS;

EXTRAORDINARY ASSUMPTION:

"AN ASSUMPTION, DIRECTLY RELATED TO A SPECIFIC ASSIGNMENT, AS OF THE EFFECTIVE DATE OF THE ASSIGNMENT RESULTS, WHICH, IF FOUND TO BE FALSE, COULD ALTER THE APPRAISER'S OPINION OR RESULTS."

HYPOTHETICAL CONDITION;

"THAT WHICH IS CONTRARY TO WHAT EXIST BUT IS SUPPOSED FOR THE PURPOSE OF ANALYSIS."

COMMENT:

HYPOTHETICAL CONDITIONS ASSUME CONDITIONS CONTRARY TO KNOWN FACTS ABOUT PHYSICAL, LEGAL OR ECONOMIC CHARACTERISTICS OF THE SUBJECT PROPERTY; OR ABOUT CONDITIONS EXTERNAL TO THE PROPERTY, SUCH AS MARKET CONDITIONS OR TRENDS; OR ABOUT THE INTEGRITY OF THE DATA USED IN AN ANALYSIS. "

THE SCOPE OF WORK FOR THE ASSIGNMENT AND APPRAISAL CONDITIONS SET FORTH BY THE CLIENT LIMIT THE SCOPE OF WORK AND INSPECTION PROCESS OF THE SUBJECT.

ADDITIONAL COMMENTS

THE INTENDED USER OF THIS REPORT IS THE **LENDER / CLIENT**. THIS REPORT IS SUBJECT TO THE SCOPE OF WORK, PURPOSE OF THE APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND DEFINITION OF MARKET VALUE. NO ADDITIONAL USERS ARE IDENTIFIED BY THE APPRAISER.
THE SCOPE OF WORK OF THIS APPRAISAL ASSIGNMENT DOES NOT INCLUDE ANALYZING THE REPRODUCTION OR REPLACEMENT COST OF THE SUBJECT IMPROVEMENTS FOR INSURANCE PURPOSES. THIS INTENDED USE STATEMENT SUPERSEDES THE PRE PRINTED STATEMENT FOUND ON PAGE FOUR OF THIS REPORT.

THIS APPRAISAL MAY HAVE BEEN SIGNED USING THE LATEST DIGITAL TECHNOLOGY. THE DIGITAL SIGNATURES UTILIZED IN THIS REPORT, ARE EXACT REPLICAS OF THE APPRAISER'S AND/OR REVIEWER'S SIGNATURE. EACH DIGITAL SIGNATURE IS PASSWORD PROTECTED AND ALTERATIONS ARE NOT PERMITTED ONCE THE SIGNATURE IS EMBEDDED INTO THE SIGNATURE FIELD. DIGITAL SIGNATURE ALLOWS THE CAPABILITY OF THE APPRAISER TO EMAIL THE APPRAISAL REPORTS TO THE CLIENT OVER THE INTERNET. DIGITAL PHOTOGRAPHS AND MAPS MAY HAVE ALSO BEEN UTILIZED IN THIS APPRAISAL AND ARE ACCEPTABLE IN THE SECONDARY MORTGAGE MARKET.

I FURTHER CERTIFY THAT, TO THE BEST KNOWLEDGE AND BELIEF, THE REPORTED ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THAT THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE "CODE OF PROFESSIONAL ETHICS" AND THE "UNIFORM STANDARDS AND PROFESSIONAL APPRAISAL PRACTICE" (USPAP) OF THE APPRAISAL INSTITUTE.

EXTRA COMMENTS

ENVIRONMENTAL DISCLAIMER:

THE VALUE ESTIMATED IS BASED ON THE ASSUMPTION THAT THE PROPERTY IS NOT NEGATIVELY AFFECTED BY THE EXISTENCE OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS UNLESS OTHERWISE STATED IN THIS REPORT. THE APPRAISER IS NOT AN EXPERT IN THE IDENTIFICATION OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS. THE APPRAISER'S ROUTINE INSPECTION OF AND INQUIRIES ABOUT THE SUBJECT PROPERTY DID NOT DEVELOP ANY INFORMATION THAT INDICATED ANY APPARENT SIGNIFICANT HAZARDOUS SUBSTANCE OR DETRIMENTAL ENVIRONMENTAL CONDITIONS ON OR AROUND THE PROPERTY THAT WOULD NEGATIVELY AFFECT ITS VALUE.

TITLE:

TITLE IS ASSUMED CLEAR AND MARKETABLE. THE PROPERTY IS ASSUMED TO BE IN COMPLIANCE WITH LOCAL BUILDING CODES AND CERTIFICATE OF OCCUPANCY REQUIREMENTS. APPRAISED VALUE IS IN TERMS OF CASH AND ASSUMES CONVENTIONAL FINANCING IS AVAILABLE AT CURRENT RATES OF INTEREST. NO RESTRICTIONS OR OTHERWISE CONDITIONS WERE NOTED IN THE SUBJECT DEED.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAPTM) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____

Source of Definition: "The Appraisal of Real Estate" Twelfth Edition, Appraisal Institute, Chicago, IL

The most probable price which a specified interest in real property is likely to bring under all of the following conditions:

1. Consummation of a sale occurs as of a specified date.
2. An open and competitive market exists for the property interest appraised.
3. The buyer and seller are each acting prudently and knowledgeably.
4. The price is not affected by undue stimulus.
5. The buyer and seller are typically motivated.
6. Both parties are acting in what they consider their best interest.
7. Marketing efforts were adequate and a reasonable time was allowed for exposure to the open market.
8. Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:

241 COUNTY ROUTE 357

RENSSELAERVILLE, NY 12120

EFFECTIVE DATE OF THE APPRAISAL: October 6, 2022

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 50,000

APPRAISER

Signature: 

Name: DAVID FONTANA

Company Name: ARMSTRONG APPRAISALS LLC.

Company Address: PO BOX 5016

CLIFTON PARK, NY 12065

Telephone Number: 888-788-3141

Email Address: dfontana@armstrongappraisals.com

State Certification # 46000026870

or License # _____

or Other (describe): _____ State #: _____

State: NY

Expiration Date of Certification or License: 11/14/2022

Date of Signature and Report: 10/14/2022

Date of Property Viewing: 10/06/2022

Degree of property viewing:

☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____

Name: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

State Certification # _____

or License # _____

State: FL

Expiration Date of Certification or License: _____

Date of Signature: _____

Date of Property Viewing: _____

Degree of property viewing:

☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUBJECT PROPERTY PHOTO ADDENDUM

Client: ALBANY COUNTY	File No.: 241 COUNTY ROUTE 357 RENS
Property Address: 241 COUNTY ROUTE 357	Case No.:
City: RENSSELAERVILLE	State: NY Zip: 12120



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: October 6, 2022
Appraised Value: \$ 50,000

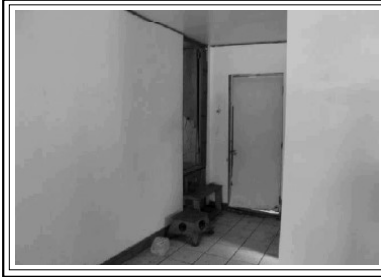


REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE







COMPARABLE PROPERTY PHOTO ADDENDUM

Client: ALBANY COUNTY	File No.: 241 COUNTY ROUTE 357 RENS
Property Address: 241 COUNTY ROUTE 357	Case No.:
City: RENSSELAERVILLE	State: NY Zip: 12120



COMPARABLE SALE #1

105 COUNTY ROUTE 312
 WESTERLO, NY
 Sale Date: 05/17/2022
 Sale Price: \$ 65,000



COMPARABLE SALE #2

68 STATE ROUTE 143
 WESTERLO, NY
 Sale Date: 06/29/2022
 Sale Price: \$ 50,000



COMPARABLE SALE #3

9433 STATE ROUTE 32
 GREENVILLE, NY
 Sale Date: 02/14/2022
 Sale Price: \$ 65,000

PLAT MAP

Client: ALBANY COUNTY

File No.: 241 COUNTY ROUTE 357 RENS

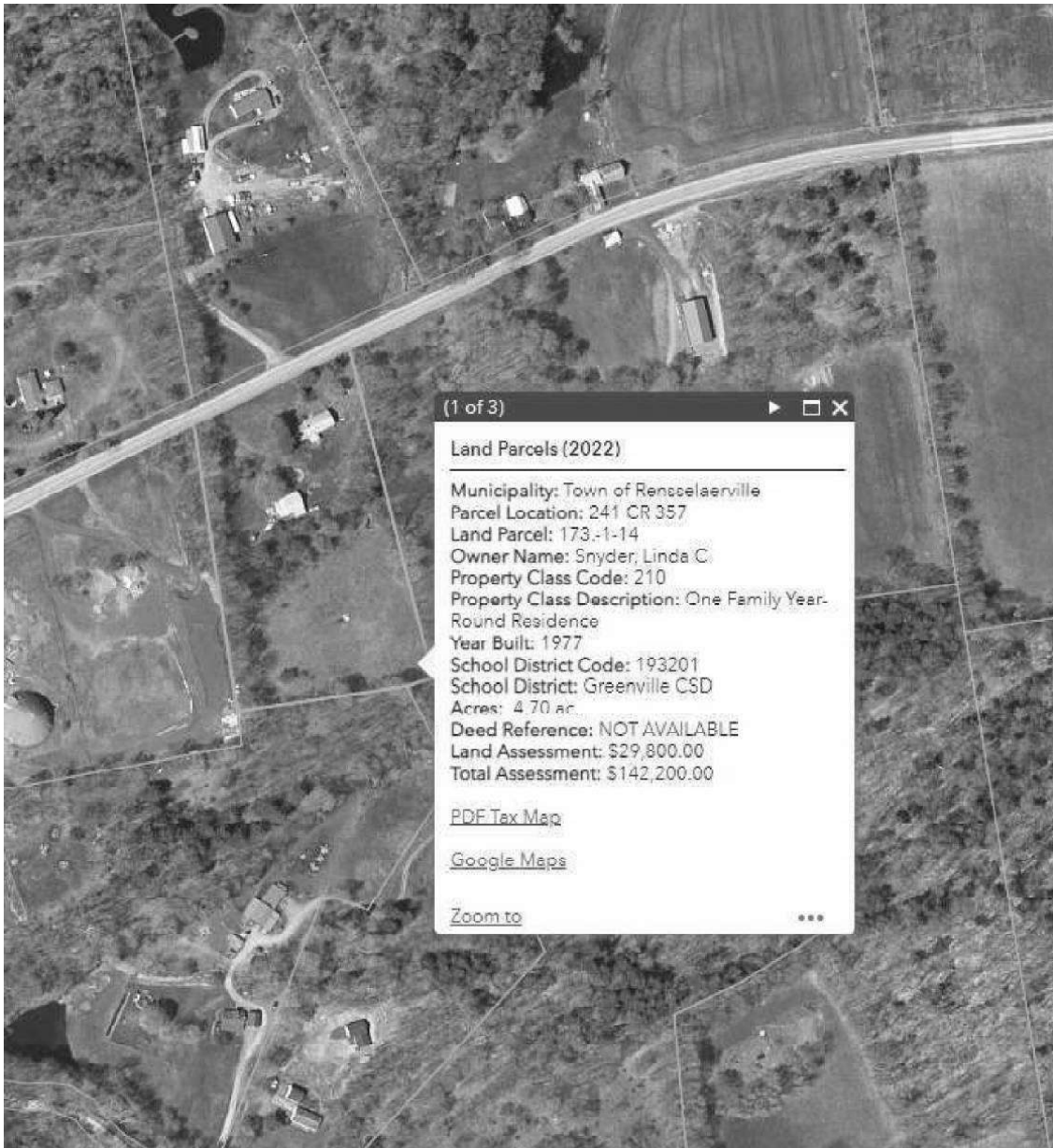
Property Address: 241 COUNTY ROUTE 357

Case No.:

City: RENSSELAERVILLE

State: NY

Zip: 12120



LOCATION MAP

Client: ALBANY COUNTY

File No.: 241 COUNTY ROUTE 357 RENS

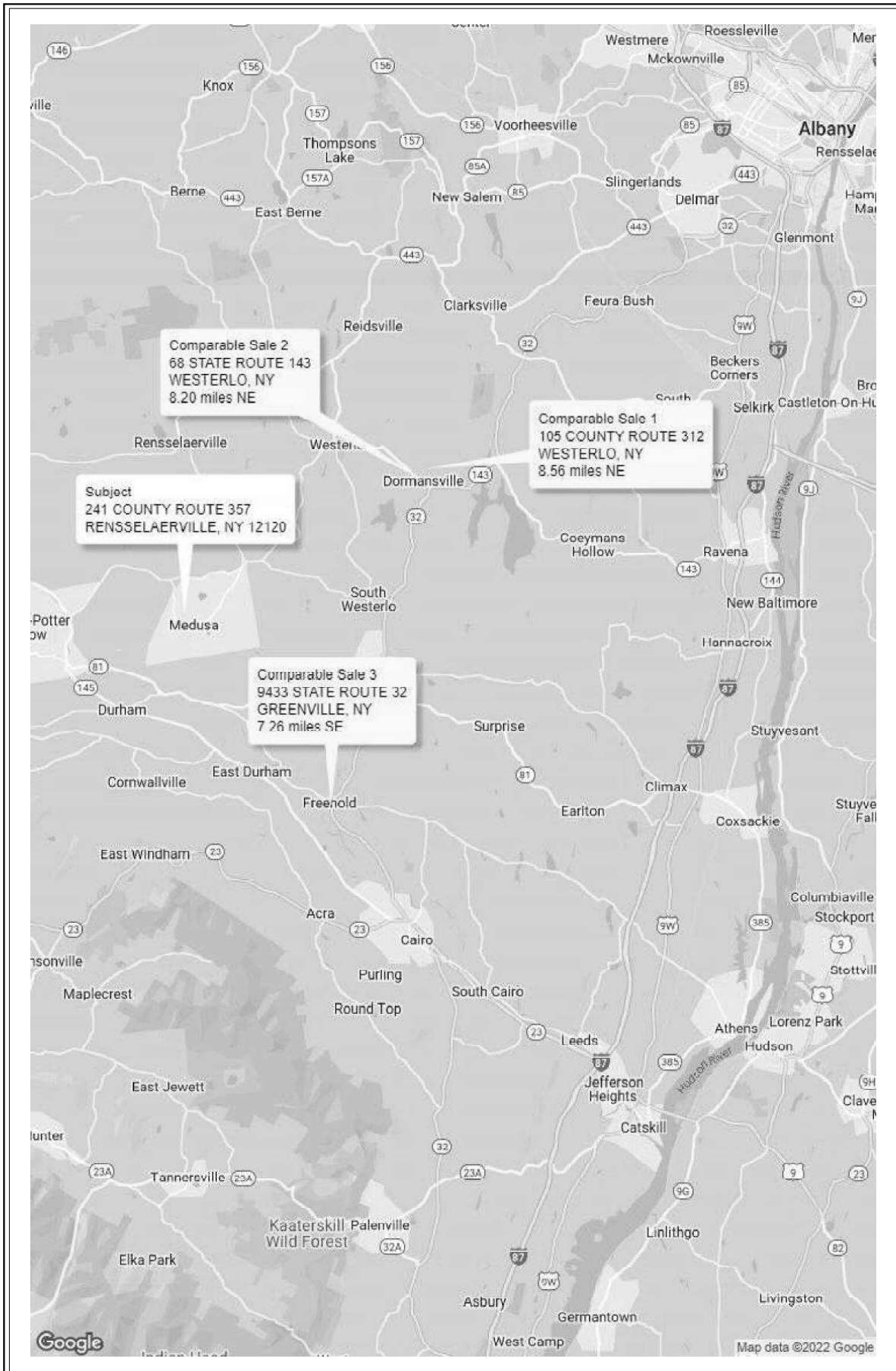
Property Address: 241 COUNTY ROUTE 357

Case No.:

City: RENSSELAERVILLE

State: NY

Zip: 12120



Client: ALBANY COUNTY
Property Address: 241 COUNTY ROUTE 357
City: RENSSELAERVILLE

File No.: 241 COUNTY ROUTE 357 RENS

Case No.:

State: NY

Zip: 12120

OWNERSHIP INFORMATION

SHAVER LINDA C
241 CR 357
RENSSELAERVILLE NY 00000-0000
COUNTY: ALBANY
PROPERTY CLASS: 210 - ONE FAMILY YEAR-ROUND RESIDENCE

PARCEL NO: 173.-1-14

Mail: 241 CR 357
12120-0000

PHONE NUMBER:
CENSUS TRACT: 0148.02

SALE INFORMATION

Sale Date: 12/23/1992	Price \$: 122,000	Deed Date: 12/23/1992
Arms Length: Y	Libre: 2474	Page: 771
# Total Parcels: 1	Seller: HEBERT LIONEL & YVETTE	Buyer: SHAVER LINDA C
Personal Property: 0		

PRIOR SALES

PRICE	DATE	ARMS LENGTH	SELLER	BUYER
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No sale history in database for this parcel.

STRUCTURAL INFORMATION

Square Feet: 2,052
Sqft. 1st Floor: 2,052
Sqft. 2nd Floor: 0
Fin. Basement Sqft.: 0
Year Built: 1977
Bldg Style: RANCH
Units: 1
Stories: 1.00
Baths: N/A
Bedrooms: 3
Fireplaces: 0
Kitchens: 1
Garage Type: 1 DSMT GARAGE
Garage Bays: 1
Cooling Detail: NONE
Heat Type: HEAT: (HOT
WATER/STEAM)
FUEL: (OIL)
Exterior: ALUM/VINYL
Condition: NORMAL
Basement Type: FULL

LOT INFORMATION

Lot Size Dim.: 0.00x0.00
Land SQFT: 204,732
Lot Size Acres: 4.70
Zoning: 07
Nbhd Code: 36002
School District: 193201 - GREENVILLE
Desirability: TYPICAL
Water Front: N
Sewer: PRIVATE
Water: PRIVATE
Utilities: ELECTRIC
Nbhd. Rating: AVERAGE
Nbhd. Type: RURAL
Res. Sites: 1
Comm. Sites: 0
Swis Code: 013600

TAX INFORMATION

Tax ID#: 173.-1-14
Assessed Value \$: 142,200
Land Assessment \$: 29,800
School Tax \$: 5,313
County/Town Tax \$: 1,308
City/Village Tax \$: N/A
Total Tax \$: 6,621
Full Tax Value \$: 237,000
Equalization Rate: 0.6000
Prior Tax ID#: 2.-38-19
Full Land Value \$: 49,666

*The calculated tax amounts are not exact.
No special district tax amounts or exemptions
have been included. All numbers are
estimated based on town values. Taxes
should be verified directly from the local tax
collector.

Updated: 10/10/2022 7:49 pm

EXEMPTIONS:

BASIC STAR 1999-2000

IMPROVEMENTS:

(1) PORCH-ENCLSD; BUILT 1990, 0 SQFT, CONDITION NORMAL
(1) BARN-1.0 GEN, BUILT 1993, 0 SQFT, CONDITION FAIR

Note: Display indicates first residential site and up to four improvements.

AERIAL MAP

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FLOORPLAN SKETCH

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