

County of Albany

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



Meeting Agenda

Thursday, September 28, 2023

6:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET FORFEITURE FUNDS MAINTAINED BY THE COUNTY
3. SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE
4. AMENDING RESOLUTION NO. 469 FOR 2022 REGARDING THE ABSENTEE BALLOT PRE-PAID POSTAGE GRANT
5. AMENDING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE TECHNOLOGY, INNOVATION AND ELECTION RESOURCES (TEIR) GRANT PROGRAM, AND AMENDING THE 2023 BOARD OF ELECTIONS BUDGET
6. AUTHORIZING THE ACCEPTANCE OF AID TO PROSECUTION PROGRAM FUNDING FROM THE YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 DISTRICT ATTORNEY'S OFFICE BUDGET
7. AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE INC., REGARDING DATA STORAGE AND CASE MANAGEMENT SOFTWARE
8. REQUESTING THAT REAL PROPERTY LOCATED AT SR 32 (TAX MAP NO. 152.00-2-40) IN THE TOWN OF WESTERLO BE DEEMED NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING THE CONVEYANCE OF SAID PROPERTY
9. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 24 HENDRICK AVENUE (TAX MAP NO. 54.20-2-57) IN THE TOWN OF COLONIE
10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 147 MELROSE AVENUE (TAX MAP NO. 64.25-2-4) IN THE CITY OF ALBANY

11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTIES LOCATED AT 346 SECOND STREET (TAX MAP NO. 65.55-6-31) AND 348 SECOND STREET (TAX MAP NO. 65.55-6-30) IN THE CITY OF ALBANY
12. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 349 ORANGE STREET (TAX MAP NO. 65.64-3-32) IN THE CITY OF ALBANY

County of Albany

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



Meeting Minutes

Thursday, August 31, 2023

6:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Matthew T. Peter, Paul J. Burgdorf, Mark E. Grimm, Lynne Lekakis, David B. Mayo and Frank J. Commisso

Excused: Wanda F. Willingham, William M. Clay and Raymond F. Joyce

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE OFFICE OF GENERAL SERVICES REGARDING AID TO LOCALITIES FUNDING FOR VETERAN SERVICES**

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

3. AUTHORIZING A 1-YEAR NO-COST EXTENSION FOR THE US DEPARTMENT OF JUSTICE'S FY2020 COSSAP GRANT AND AMENDING RESOLUTION 158 FOR 2021

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

4. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 228 REMSEN STREET (TAX MAP NO. 10.67-5-17) IN THE CITY OF COHOES

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

5. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 23 COLUMBIA STREET (TAX MAP NO. 10.67-5-15) IN THE CITY OF COHOES

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

6. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 46 NORTH MANNING BOULEVARD (TAX MAP NO. 65.29-1-28) IN THE CITY OF ALBANY

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

7. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 170 BROAD STREET (TAX MAP NO. 76.73-3-54) AND 172 BROAD STREET (TAX MAP NO. 76.73-3-55) IN THE CITY OF ALBANY

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

8. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 58 FIRST STREET (TAX MAP NO. 65.82-2-16) IN THE CITY OF ALBANY

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

9. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 865 MYRTLE AVENUE (TAX MAP NO. 64.67-1-22) IN THE CITY OF ALBANY

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

10. AMENDING THE GENERAL FUND BALANCE POLICY FOR ALBANY COUNTY

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

11. AMENDING THE 2023 ALBANY COUNTY BUDGET: STAFF REORGANIZATION

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

RESOLUTION NO. 386

**REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET
FORFEITURE FUNDS MAINTAINED BY THE COUNTY**

Introduced: 9/11/23

By Peter and Miller:

WHEREAS, The Albany County Charter vests oversight of the County's financial affairs with the County Legislature and charges the Legislature with the examination of such books, records, and papers pertaining to the money, funds, or other property belonging to the County, and

WHEREAS, In order to maintain sound fiscal practices, it is necessary that all money, funds, or other property belonging to the County be reported to the Legislature, including accounts not listed in the County's unified chart of accounts, and

WHEREAS, The New York State General Municipal Law sets forth requirements for the management of asset forfeiture funds, including production of reports to the State Comptroller and County Legislature, now, therefore, be it

RESOLVED, By the Albany County Legislature that, in accordance with New York State General Municipal Law § 6-v, the Albany County Comptroller shall render a detailed report regarding the operation and condition of the asset forfeiture escrow fund – including statements of all funds spent, what such funds were spent on, what organizations and/or entities received such funds, and where any resulting programs or fruits are located – to the County Legislature at the termination of each fiscal year, but in no event later than January 31st of each year, and, be it further

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

RESOLUTION NO. 387

SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE

Introduced: 9/11/23

By Peter:

WHEREAS, Among its many responsibilities, the Albany County Legislature must make appropriations, levy taxes, and adopt a County Budget pursuant to State law and the Albany County Charter, and

WHEREAS, The Legislature works closely with the County Executive, the County Comptroller, and the Commissioner of the Department of Management and Budget to gain the financial information necessary to make such decisions, and

WHEREAS, The Legislature desires to put in place reporting dates to maximize efficiency and provide for the timely flow of financial information between the involved parties to ensure that the Legislature has the most up to date financial information available to allow it to make financial decisions in the best interests of the residents and taxpayers of Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Comptroller shall submit to the Clerk of the Legislature by February 1st of each year a list of all actions the Comptroller has taken in the prior calendar year as public administrator, including what properties or assets were sold and how any resulting funds were spent, as well as the annual reporting documents submitted to the Surrogate's Court, and, be it further

RESOLVED, That the Comptroller shall submit to the Clerk of the Legislature and the Chair of the Legislative Audit and Finance Committee by May 14th of each year a copy of the Annual Update Document submitted to the New York State Comptroller in April each year, as well as a snapshot summary of the unrestricted fund balance as of that date, and, be it further

RESOLVED, That the Comptroller shall appear and present on the fiscal state of the County to the Albany County Legislature at the May Legislative meeting, or if that is not feasible for any given year, the Comptroller shall submit a request to the Chairman of the Legislature by April 30th of such year to appear and present at the June Legislative meeting, and, be it further

RESOLVED, That the Commissioner of the Department of Management and Budget shall include in the submission of the Capital Program to the Legislature by

July 1st of each year all applicable bond identification information for each of the included proposed projects, and, be it further

RESOLVED, That the Commissioner of the Department of Management and Budget shall include in all requests for legislative action relating to capital projects listed in the Capital Program where in the Capital Program the project is contained and the funding source for such capital project, and, be it further

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



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

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

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: Pre-Paid Postage Grant

DATE: 09/06/2023

Please be advised that the Albany County Board of Elections is seeking approval for a contract amendment for the Pre-Paid Postage Grant, which had its term extended from 07/01/2022 to 03/31/2024. We received an additional \$65,299.42 to be used to reimburse postage and mailing costs associated with absentee ballots. The total amount reimbursable under this grant is \$130,598.84.

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

REQUEST FOR LEGISLATIVE ACTION

..title

Authorization for Contract Amendment by Board of Elections

..body

Date:	09/06/2023
Submitted By:	Rachel Bledi and Kathleen Donovan
Department:	Board of Elections
Title:	Commissioners of Elections
Phone:	518-487-5070
Department Rep.	
Attending Meeting:	Rachel Bledi and Kathleen Donovan

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.:

Source of Funds:

Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Submission Date Deadline 3/31/2024

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

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee: \$65,299.42

Scope of Services: The Albany County Board of Elections is seeking approval for a contract amendment for the Pre-Paid Postage Grant, which had its term extended from 07/01/2022 to 03/31/2024. We also received an additional \$65,299.42 to be used to reimburse postage and mailing costs associated with absentee ballots. The total amount allocated under this grant is \$130,598.84.

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☒ No ☐

If Mandated Cite Authority:
and mail absentee ballots.

Election Law mandates Boards of Elections pay for postage

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

A1450--03041

Revenue Amount: \$65,299.42

Appropriation Account and Line: A1450-44035 (Postage) & A1450-44042 (Printing & Advertising)

Appropriation Amount: \$65,299.42

Source of Funding – (Percentages)

Federal:
State: 100%
County:
Local:

Term

Term: (Start and end date) 07/01/2022 – 03/31/2024

Length of Contract: 1 year, 9 months

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Date of Adoption:

Justification: (state briefly why legislative action is requested)

The total amount to be expended is \$130,598.84, fully reimbursable by the state under the Pre-Paid Postage Grant Program. Contractual approval falls under the purview of the County Legislature.

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 - C004569 - 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 - C004569 - 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: 07/01/2022 To: 12/31/2022 AMENDED TERM: From: 07/01/2022 To: 03/31/2024 AMENDED PERIOD: From: 07/01/2022 To: 03/31/2024	CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount): CURRENT: \$65,299.42 AMENDED: \$130,598.84 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: Attachment E - Funding Schedule | |

Contract Number: # BOE01 - C004569 - 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: _____



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

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

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: Technology, Innovation and Election Resource (TIER) Grant Program,

DATE: 08/31/2023

Please be advised that the Albany County Board of Elections is seeking approval for a contract amendment for the Technology, Innovation and Election Resource (TIER) Grant Program, which had its term extended from 01/27/2023 to 03/31/2024. We also received an additional \$238,619.74 in state funding and request approval to utilize those funds to purchase 60 additional ballot on demand systems from Knowink, the sole source vendor of the ballot on demand system.

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

INCREASE: A-1450-22900, Election Equipment, \$238,619.74

INCREASE: A-1450-03222, Tech Innovation Election Res, \$238,619.74

REQUEST FOR LEGISLATIVE ACTION

..title

Contract Authorization for Expenditures by Board of Elections

..body

Date:	08/31/2023
Submitted By:	Rachel Bledi and Kathleen Donovan
Department:	Board of Elections
Title:	Commissioners of Elections
Phone:	518-487-5070
Department Rep.	
Attending Meeting:	Rachel Bledi and Kathleen Donovan

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.:

Source of Funds:

A145-22900 Election Equipment

Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Submission Date Deadline 3/31/2024

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

Contract Terms/Conditions:

Party (Name/address): Knowink
2111 Olive St, St. Louis MO 63103

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee: \$238,619.74

Scope of Services: The Albany County Board of Elections is seeking approval for a contract amendment for the Technology, Innovation and Election Resource (TIER) Grant Program, which had its term extended from 01/27/2023 to 03/31/2024. We also received an additional \$238,619.74 in state funding and request approval to utilize those funds to purchase 60 additional ballot on demand systems from Knowink, the sole source vendor of the ballot on demand system.

Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Election Law mandates the use of election equipment to
conduct elections.

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

County Budget Accounts:

Revenue Account and Line: A1450--03222
Revenue Amount: \$238,619.74

Appropriation Account and Line: A1450-22900
Appropriation Amount: \$238, 619.74

Source of Funding – (Percentages)

Federal:
State: 100%
County:
Local:

Term

Term: (Start and end date) 04/07/2021 – 03/31/2024
Length of Contract: 2 years and 11 months

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Date of Adoption:

Justification: (state briefly why legislative action is requested)

The total amount to be expended is \$238,619.74 fully reimbursable by the state under the Technology, Innovation and Election Resource (TEIR) Grant Program. The amount and contractual approval falls under the purview of the County Legislature.

Budget Amendment

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1450 22900	Election Equipment	238,620		238,620	Board of Elections
TOTAL APPROPRIATIONS		238,620.00	0.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A3 1450 032222	Tech Innovation & Election Res		238,620	238,620	Board of Elections
TOTAL ESTIMATED REVENUES		0.00	238,620.00		
GRAND TOTALS		238,620.00	238,620.00		

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 - C004344 - 1110000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany County	TRANSACTION TYPE: ☐ New ☐ Renewal ☒ Amendment
CONTRACTOR DOS INCORPORATED NAME: N/A	PROJECT NAME: Technology Innovation and Election Resource (TIER) Grant Program
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 - C004344 - 1110000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 04/07/2021 To: 01/27/2023 CURRENT CONTRACT PERIOD: From: 04/07/2021 To: 01/27/2023 AMENDED TERM: From: 04/07/2021 To: 03/31/2024 AMENDED PERIOD: From: 04/07/2021 To: 03/31/2024	CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount): CURRENT: \$314,454.61 AMENDED:\$553,074.35 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				
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ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| ☒ Attachment 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: |

Attachment E: Funding Schedule |

Contract Number: # BOE01 - C004344 - 1110000

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

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

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: _____



P. DAVID SOARES
DISTRICT ATTORNEY

CHERYL K. FOWLER
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN
DEPUTY CHIEF ASSISTANT
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
(518) 487-5460 - FAX: (518) 487-5093

September 15, 2023

Andrew Joyce
Albany County Legislature
112 State St, Room 700
Albany, NY 12207

Dear Mr. Joyce,

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

- Requesting authorization to receive funds from the NYS Division of Criminal Justice Services to continue the Aid to Prosecution Program. The new ATP grant from 4/1/2023 to 3/31/2024 is now a block grant with no application or contract required by DCJS. Includes a budget amendment to allocate the increased funding of this grant.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 518-275-4701

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

Cc: Rebekah Kennedy, Majority Counsel
Cc: Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Authorization to receive funds from the NYS Division of Criminal Justice Services to continue the Aid to Prosecution Program and a budget amendment allocating those funds.

Date: 9/15/2023
Submitted By: P. David Soares
Department: District Attorney
Title: District Attorney
Phone: 5184875460
Department Rep.
Attending Meeting: David Soares, DA; Christopher Horn, Deputy Chief Assistant

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) Authorization to receive funds from the NYS Division of Criminal Justice Services to continue the Aid to Prosecution Program.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: A91165-19954X
Source of Funds: State

Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Renewal

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability

☒ Other: (state if not listed) The new ATP grant from 4/1/2023 to 3/31/2024 is now a block grant. There is no longer an application or contract required by DCJS.

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$943,253

Scope of Services: Funds will be used to retain and attract experienced prosecutors and personnel to assist in our prosecution efforts. This is now a block grant and does not require either an application or a contract.

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: A91165-03325

Revenue Amount: \$943,253

Appropriation Account and Line: A91165 19954X; 130002; 130121; 89010; 89030; 89060
Appropriation Amount:

Source of Funding – (Percentages)

Federal:
State: 100%
County:
Local:

Term

Term: (Start and end date) 4/1/23 – 3/31/2023
Length of Contract: 1 year

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: 22-439
Date of Adoption: 11/14/22

Justification: (state briefly why legislative action is requested)

In response to requests made by the District Attorney and the District Attorneys Association of the State of New York (DAASNY), the state has increased the Albany County District Attorney's annual Aid to Prosecution award from \$176,540 to \$943,253. These additional funds will be used to attract and retain experienced prosecutors and personnel to assist in our prosecution efforts. We will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to the county in one payment. This funding assistance is being provided to help offset the dramatic increase in the costs associated with prosecutorial services as a result of criminal justice reforms for the period of April 1, 2023 to March 31, 2024. According to the terms of the award, the county shall promptly make this funding available to the respective district attorney's office. Award letter is attached.

This grant was increased by \$766,713 to \$943,253 in order to fund our office closer to levels we had requested last year. The first \$176,540 of the ATP grant continues to be used to partially fund the salaries of the Chief Assistant and Major Offense Bureau Chiefs, spread over two years, as in years past. We are asking that 75% of the additional \$766,713 (\$575,035) be used to fund a new enhanced pay line (19954X). This money will be used to attract retain qualified personnel for the office. The remaining 25% of the additional funds would be used to fund the same line in next year's budget from 1/1/2024 through 3/31/2023.

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A 1165 1 9554X	Enhanced Pay ATP	\$575,035.00			District Attorney
TOTAL APPROPRIATIONS		\$575,035.00	\$0.00		

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A 1165 0 3325	Aid to Prosecution Grant		(575,035.00)		
TOTAL ESTIMATED REVENUES		\$0.00	(\$575,035.00)		
GRAND TOTALS		\$575,035.00	(\$575,035.00)		



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

August 24, 2023

The Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding under the State's Aid to Prosecution Program for State Fiscal Year (SFY) 2023-24.

Project Name:	Albany County District Attorney Aid to Prosecution Program	Award Amount:	\$943,253
Budget:	SFY 2023-24	Term Dates:	April 1, 2023 to March 31, 2024

Additional Information:

We are pleased to inform you that Governor Kathy Hochul secured an additional \$40 million in the SFY 2023-2024 Budget to assist in county prosecution efforts. Your SFY 2023-24 Aid to Prosecution Program award to support your respective district attorney's office is consistent with the appropriation amounts enacted for this purpose in the State Budget.

Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to the county in one payment. The county shall subsequently and promptly make this funding available to the respective district attorney's office. Consistent with the appropriation, this funding assistance is being provided to help offset the cost of prosecutorial services that your county has and will incur for the period of April 1, 2023 to March 31, 2024.

To streamline processing and facilitate timely distribution of funds, the DCJS Office of Financial Services will disburse your planned payment directly to your county for use by the respective district attorney's office.

If you have any questions on this award, please contact:

Nadia Rockwell
DCJS Associate Budgeting Analyst
NYS Division of Criminal Justice Services, Finance Office
(518) 485-0091 or nadia.rockwell@dcjs.ny.gov

Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.



P. DAVID SOARES
DISTRICT ATTORNEY

CHERYL K. FOWLER
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN
DEPUTY CHIEF ASSISTANT
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
(518) 487-5460 - FAX: (518) 487-5093

September 15, 2023

Andrew Joyce
Albany County Legislature
112 State St, Room 700
Albany, NY 12207

Dear Mr. Joyce,

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

- Enter into a contract with Axon Enterprise Inc., for either a straight 10 year term or a 5 year term that automatically renews for five one year terms, for unlimited data storage, case management software, investigative tools and other computer services. This project would be funded entirely by the Discovery Grant.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 518-275-4701

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

Cc: Rebekah Kennedy, Majority Counsel
Cc: Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Requesting authorization to enter into a contract with Axon Enterprise Inc., for either a straight 10 year term or a 5 year term that automatically renews for five one year terms for unlimited data storage, case management software, investigative tools and other computer services. This project would be funded entirely by the Discovery Grant.

Date:	04/14/2023
Submitted By:	David Soares
Department:	1165- District Attorney
Title:	District Attorney
Phone:	518-275-4701
Department Rep.	
Attending Meeting:	David Soares, Christopher Horn

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) _____

Contract Terms/Conditions:

Party (Name/address): Axon Enterprise, Inc.,
17800 N 85th St.
Scottsdale, Arizona 85255

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: A1165 03394
Revenue Amount: \$1,043,40

Appropriation Account and Line: A91165 44120
Appropriation Amount: \$82,266 for the first year, \$988,502 over 10 years

Source of Funding – (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: 0
Local: Click or tap here to enter text.

Term

Term: (Start and end date) December 1, 2023 to last day of November 2033.
Length of Contract: 10 yrs or 5 yrs with automatic renewal for 5 1-yr contracts.

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: none
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Article 245 of the Criminal Procedure Law presents the greatest challenge facing Prosecutor's Offices throughout the state. Article 245 not only increased the volume of materials to be turned over to the defense, it also greatly compressed the period of time in which the materials MUST be turned over. By law, all of these materials must also be retained and stored by the prosecution for 25 years.

Law enforcement agencies are required to record most engagements. Recordings of these engagements are made by body worn cameras, dashboard cameras, and cameras located within police departments. These videos consume enormous storage space on servers. Additionally, city cameras, business cameras, and doorbell cameras have become more commonplace in investigations and further compound the challenge of retrieving, storing, and transmitting videos in rapid fashion.

Axon is on NYS Contract and is being used by our largest Police Departments for body and car cameras. Our signing with them leverages this partnership – saving both money and time on the part of our office and the police departments. With them, we are able to receive and share information almost instantaneously with partner agencies so we do not waste time uploading and downloading numerous massive video files. We can then more quickly share that information from the cloud with defense attorneys. The state has provided the office with sufficient grant money to pay for this contract and to continue upgrading our office's computer equipment. Axon's services are currently providing these services at a significant discount based on the length of term of the contract and our providing feedback as they adapt their services to the needs of prosecutors' offices.

Included with this RLA are two quotes – one for the 10 year contract and one for the 5 years with 5 single year renewals. Also included is the Axon Evidence Justice Services Agreement which details all the services they will be providing.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-489222-45159.789ED

Issued: 08/21/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 483915

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Albany County Judicial Center 4th Floor 6 Lodge St. 6 Lodge St. 4th Floor Albany, NY 12207 USA	Albany County (NY) District Attorney's Office 6 Lodge St. 4th Floor Albany NY 12207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Dallas Phone: Email: edallas@axon.com Fax:	Chris Horn Phone: 518.275.4758 Email: christopher.horn@albanycountyny.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$988,502.40
ESTIMATED TOTAL W/ TAX	\$988,502.40

Discount Summary

Average Savings Per Year	\$109,582.32
TOTAL SAVINGS	\$1,095,823.20

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$82,265.82	\$0.00	\$82,265.82
Jul 2024	\$85,632.99	\$0.00	\$85,632.99
Jul 2025	\$89,058.33	\$0.00	\$89,058.33
Jul 2026	\$92,620.64	\$0.00	\$92,620.64
Jul 2027	\$96,325.52	\$0.00	\$96,325.52
Jul 2028	\$100,178.53	\$0.00	\$100,178.53
Jul 2029	\$104,185.65	\$0.00	\$104,185.65

Payment Summary

Date	Subtotal	Tax	Total
Jul 2030	\$108,353.07	\$0.00	\$108,353.07
Jul 2031	\$112,687.20	\$0.00	\$112,687.20
Jul 2032	\$117,194.65	\$0.00	\$117,194.65
Total	\$988,502.40	\$0.00	\$988,502.40

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$2,084,325.60
\$2,084,325.60
\$988,502.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
AttorneyPrem	Justice Premier	72	120		\$235.04	\$114.41	\$988,502.40	\$0.00	\$988,502.40
A la Carte Services									
100336	INVESTIGATE OPERATOR TRAINING	4			\$395.00	\$0.00	\$0.00	\$0.00	\$0.00
100562	INTEGRATION SERVICES	1			\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100491	JUSTICE FULL SERVICE	1			\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$988,502.40	\$0.00	\$988,502.40

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	UNLIMITED 3RD-PARTY STORAGE	72	10/01/2023	09/30/2033
Justice Premier	100626	INVESTIGATE PRO LICENSE	72	10/01/2023	09/30/2033
Justice Premier	73478	REDACTION ASSISTANT USER LICENSE	72	10/01/2023	09/30/2033
Justice Premier	73618	AXON COMMUNITY REQUEST+ LICENSE	72	10/01/2023	09/30/2033
Justice Premier	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	72	10/01/2023	09/30/2033
Justice Premier	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	72	10/01/2023	09/30/2033
Justice Premier	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	72	10/01/2023	09/30/2033
Justice Premier	85767	DISCOVERY MODULE ACCESS SERVICE	72	10/01/2023	09/30/2033

Services

Bundle	Item	Description	QTY
Justice Premier	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	72
A la Carte	100336	INVESTIGATE OPERATOR TRAINING	4
A la Carte	100491	JUSTICE FULL SERVICE	1
A la Carte	100562	INTEGRATION SERVICES	1

Payment Details

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 1	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 1	Attorney/Prem	Justice Premier	72	\$82,265.82	\$0.00	\$82,265.82
Total				\$82,265.82	\$0.00	\$82,265.82

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 2	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 2	Attorney/Prem	Justice Premier	72	\$85,632.99	\$0.00	\$85,632.99
Total				\$85,632.99	\$0.00	\$85,632.99

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 3	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 3	Attorney/Prem	Justice Premier	72	\$89,058.33	\$0.00	\$89,058.33
Total				\$89,058.33	\$0.00	\$89,058.33

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 4	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 4	Attorney/Prem	Justice Premier	72	\$92,620.64	\$0.00	\$92,620.64
Total				\$92,620.64	\$0.00	\$92,620.64

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 5	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 5	Attorney/Prem	Justice Premier	72	\$96,325.52	\$0.00	\$96,325.52
Total				\$96,325.52	\$0.00	\$96,325.52

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 6	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 6	Attorney/Prem	Justice Premier	72	\$100,178.53	\$0.00	\$100,178.53
Total				\$100,178.53	\$0.00	\$100,178.53

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 7	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 7	Attorney/Prem	Justice Premier	72	\$104,185.65	\$0.00	\$104,185.65
Total				\$104,185.65	\$0.00	\$104,185.65

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 8	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 8	Attorney/Prem	Justice Premier	72	\$108,353.07	\$0.00	\$108,353.07
Total				\$108,353.07	\$0.00	\$108,353.07

Jul 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 9	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 9	Attorney/Prem	Justice Premier	72	\$112,687.20	\$0.00	\$112,687.20
Total				\$112,687.20	\$0.00	\$112,687.20

Jul 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 10	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 10	Attorney/Prem	Justice Premier	72	\$117,194.65	\$0.00	\$117,194.65
Total				\$117,194.65	\$0.00	\$117,194.65

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/21/2023





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-489222-45175.927ED

Issued: 09/06/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 483915

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Albany County Judicial Center 4th Floor 6 Lodge St. 6 Lodge St. 4th Floor Albany, NY 12207 USA	Albany County (NY) District Attorney's Office 6 Lodge St. 4th Floor Albany NY 12207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Dallas Phone: Email: edallas@axon.com Fax:	Christopher Horn Phone: 518.275.4758 Email: christopher.horn@albanycountyny.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$988,502.40
ESTIMATED TOTAL W/ TAX	\$988,502.40

Discount Summary

Average Savings Per Year	\$109,582.32
TOTAL SAVINGS	\$1,095,823.20

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$82,265.82	\$0.00	\$82,265.82
Oct 2024	\$85,632.99	\$0.00	\$85,632.99
Oct 2025	\$89,058.33	\$0.00	\$89,058.33
Oct 2026	\$92,620.64	\$0.00	\$92,620.64
Oct 2027	\$96,325.52	\$0.00	\$96,325.52
Oct 2028	\$100,178.53	\$0.00	\$100,178.53
Oct 2029	\$104,185.65	\$0.00	\$104,185.65

Payment Summary

Date	Subtotal	Tax	Total
Oct 2030	\$108,353.07	\$0.00	\$108,353.07
Oct 2031	\$112,687.20	\$0.00	\$112,687.20
Oct 2032	\$117,194.65	\$0.00	\$117,194.65
Total	\$988,502.40	\$0.00	\$988,502.40

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$2,084,325.60
\$2,084,325.60
\$988,502.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
AttorneyPrem	Justice Premier	72	120		\$235.04	\$114.41	\$988,502.40	\$0.00	\$988,502.40
A la Carte Services									
100336	INVESTIGATE OPERATOR TRAINING	4			\$395.00	\$0.00	\$0.00	\$0.00	\$0.00
100562	INTEGRATION SERVICES	1			\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100491	JUSTICE FULL SERVICE	1			\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$988,502.40	\$0.00	\$988,502.40

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	UNLIMITED 3RD-PARTY STORAGE	72	12/01/2023	11/30/2033
Justice Premier	100626	INVESTIGATE PRO LICENSE	72	12/01/2023	11/30/2033
Justice Premier	73478	REDACTION ASSISTANT USER LICENSE	72	12/01/2023	11/30/2033
Justice Premier	73618	AXON COMMUNITY REQUEST+ LICENSE	72	12/01/2023	11/30/2033
Justice Premier	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	72	12/01/2023	11/30/2033
Justice Premier	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	72	12/01/2023	11/30/2033
Justice Premier	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	72	12/01/2023	11/30/2033
Justice Premier	85767	DISCOVERY MODULE ACCESS SERVICE	72	12/01/2023	11/30/2033

Services

Bundle	Item	Description	QTY
Justice Premier	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	72
A la Carte	100336	INVESTIGATE OPERATOR TRAINING	4
A la Carte	100491	JUSTICE FULL SERVICE	1
A la Carte	100562	INTEGRATION SERVICES	1

Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 1	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 1	Attorney/Prem	Justice Premier	72	\$82,265.82	\$0.00	\$82,265.82
Total				\$82,265.82	\$0.00	\$82,265.82

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 2	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 2	Attorney/Prem	Justice Premier	72	\$85,632.99	\$0.00	\$85,632.99
Total				\$85,632.99	\$0.00	\$85,632.99

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 3	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 3	Attorney/Prem	Justice Premier	72	\$89,058.33	\$0.00	\$89,058.33
Total				\$89,058.33	\$0.00	\$89,058.33

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 4	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 4	Attorney/Prem	Justice Premier	72	\$92,620.64	\$0.00	\$92,620.64
Total				\$92,620.64	\$0.00	\$92,620.64

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 5	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 5	Attorney/Prem	Justice Premier	72	\$96,325.52	\$0.00	\$96,325.52
Total				\$96,325.52	\$0.00	\$96,325.52

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 6	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 6	Attorney/Prem	Justice Premier	72	\$100,178.53	\$0.00	\$100,178.53
Total				\$100,178.53	\$0.00	\$100,178.53

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 7	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 7	Attorney/Prem	Justice Premier	72	\$104,185.65	\$0.00	\$104,185.65
Total				\$104,185.65	\$0.00	\$104,185.65

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 8	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 8	Attorney/Prem	Justice Premier	72	\$108,353.07	\$0.00	\$108,353.07
Total				\$108,353.07	\$0.00	\$108,353.07

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 9	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 9	Attorney/Prem	Justice Premier	72	\$112,687.20	\$0.00	\$112,687.20
Total				\$112,687.20	\$0.00	\$112,687.20

Oct 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100336	INVESTIGATE OPERATOR TRAINING	4	\$0.00	\$0.00	\$0.00
Year 10	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	100562	INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 10	Attorney/Prem	Justice Premier	72	\$117,194.65	\$0.00	\$117,194.65
Total				\$117,194.65	\$0.00	\$117,194.65

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract New York State Police Contract No. PA01857 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This Agreement begins on the Effective Date and continues for five (5) years (the Term). Upon expiration of the initial term, the term of the Agreement shall renew automatically for five (5) additional one (1) year terms, for a total of ten (10) years, unless Agency notifies Axon of its intent to terminate ninety (90) days prior to the then-current expiration date. Agency's election not to renew for the full ten (10) years shall be treated as a termination subject to relevant terminations provisions of the Agreement.

If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. Agency may terminate for its convenience upon thirty (30) days advance written notice to Axon.

Signature

Date Signed

9/6/2023



This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties agree as follows:

1 **Term.** The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("**Term**").

2 **Definitions.**

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Device Data" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"Axon Evidence" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Quote" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void.

3 **Storage.** Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. If Agency is not purchasing an unlimited storage plan, Agency may purchase ala carte storage for other data.

4 **Payment.** In the event Agency purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

6 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed the amount paid for such services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

7 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

- 8 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 9 **Termination.**
- 9.1 **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 9.2 **By Agency.** Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.
- 9.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 9.4 **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10 **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 11 **General.**
- 11.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 11.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 11.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 11.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written

consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 11.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 11.9 Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 11.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 11.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 11.12 Entire Agreement.** This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.,**Agency**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or

diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled

offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 12.4. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Out of Scope Services.** Axon is only responsible for the performance of the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
5. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
6. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
7. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
8. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1** **Subscription Term.** If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Prosecutor, Axon will need to store call for service data from Prosecutor's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.**4. Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content,

is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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 12, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested in two parts, declaring property abandoned by the State of New York to the County of Albany to maintain in 1994 located in the Town of Westerlo known as SR 32 as no longer necessary for public use pursuant to Local Law 2 of 1998 and authorizing the transfer of this property to an abutting property owner.

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-4518, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Abandoned Property located in the Town of Westerlo

Date:	August 14, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

Term

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

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

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Legislative action is requested to authorize the transfer of property abandoned by the State of New York to the County of Albany located in the Town of Westerlo Known as SR 32 Tax Map No. 152.00-2-40 to an abutting property owner Mr. John Dolce, 567 Hale Road, Rensselaerville, NY 12147 for \$1,500.

Mr. Dolce whose property abuts SR 32 Tax Map No. 152.00-2-40 per his submission, indicates that he is willing to acquire this parcel to merge with his abutting property to put in parking and utilities for his business in Town of Westerlo .

As part of this sale, Mr. Mr. John Dolce will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

my name is John Dolce and i am the abutting owner to parcel 152.00-2-40. I am interested in purchasing this parcel from the county for \$1500, so i can annex it to my parcel 152.-2-37. The reason for my bid of 1500.00 is the following:

the county property does not have access from route 32. there is a guardrail prohibiting access.

the property is to be annexed to property that i currently own.

the property was taken from the property that i own to change route 32 leaving only .3 ac

by annexing the property to mine i will be able to make viable use of the 150 year old building which i have already made repairs to preserve and safeguard.

Also so i can have enough land to put in parking and utilities for another business in westerlo. i currently own town line motorsports, town line auto, town line self-storage and the shepard farm. I employ 25 people here. I would like this business to become an event center serving the hill towns.

thank you

john dolce 518 257 6072

567 hale road

rensselaerville ny 12147

DiLella, Anthony

From: Davis, John K.
Sent: Wednesday, March 22, 2023 3:12 PM
To: Westerlo Town Assessor (assessor@townofwesterlony.com)
Cc: DiLella, Anthony; McGuire, Michael
Subject: WESTERLO 2023 -152.00-2-40 (ABANDONED PARCEL)
Attachments: WESTERLO 2023 - 152.00-2-40 (ABANDONED PARCEL).pdf

Melanie:

I have attached a PDF of the parcel maintenance for the creation of the subject parcel.

The following is a brief history of this new parcel.

Around 1916 the State of New York constructed or improved Dormamsville - South Westerlo State Highway No 1404, commonly known as State Route 32. In the early 1900's and up to around 1935, the County of Albany acquired the highway right of way for the state highways within the County of Albany. I believe after 1935, the state then acquired right of way for state highway project in accordance with Highway Law Chapter 544.

In 1992, the State of New York realigned and reconstructed SR 32 in the Town of Westerlo. The realignment of SR 32 created land no longer required by the State of New York for highway purposes, thus, the State of New York abandoned all its rights title interest and obligation to the County of Albany by Official Order H2333 of the New York State Highway Department dated August 4, 1994. The order was delivered the Clerk of the Legislature and to the Superintendent of Highways. I was not able to find any record of this order in the Journal of the County Legislature or the County Clerk's records.

We only became aware of this information in 2022, when John Dolce contacted the County of Albany about acquiring what is will be parcel 152.00-2-40, a 1.84 parcel. Mr. Dolce and his surveyor, Joe Hammond, LS. Of the Great Outdoor Land Surveying Company, PLLC, provided all the backup information referred to in this e-mail.

Please add the new parcel to the 2023 Assessment Roll.

John K. Davis
Coordinator of Tax Mapping Services
Real Property Tax Service Agency
County of Albany
112 State Street, Room 1350
Albany, NY 12207
518-447-4882 (Voice)
518-447-2503 (Fax)

John.Davis@AlbanyCountyny.gov
www.albanycounty.com



Please consider the environment before printing this email.

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DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — Town of Westerlo

Address of Properties —SR 32

Tax Map Number-152.-2-40

Property Description-Rural Vacant Land

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser-John Dolce

Town of Westerlo-25 Barnside Rd, 6003 RT 32 , 6284 RT 32, 6272 RT 32

6501 RT 32, 6798-6873 RT 32, 6047 RT 32

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Westerlo Code Enforcement Officer 5/18/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 5/18/2023

COUNTY FORECLOSURE INFORMATION

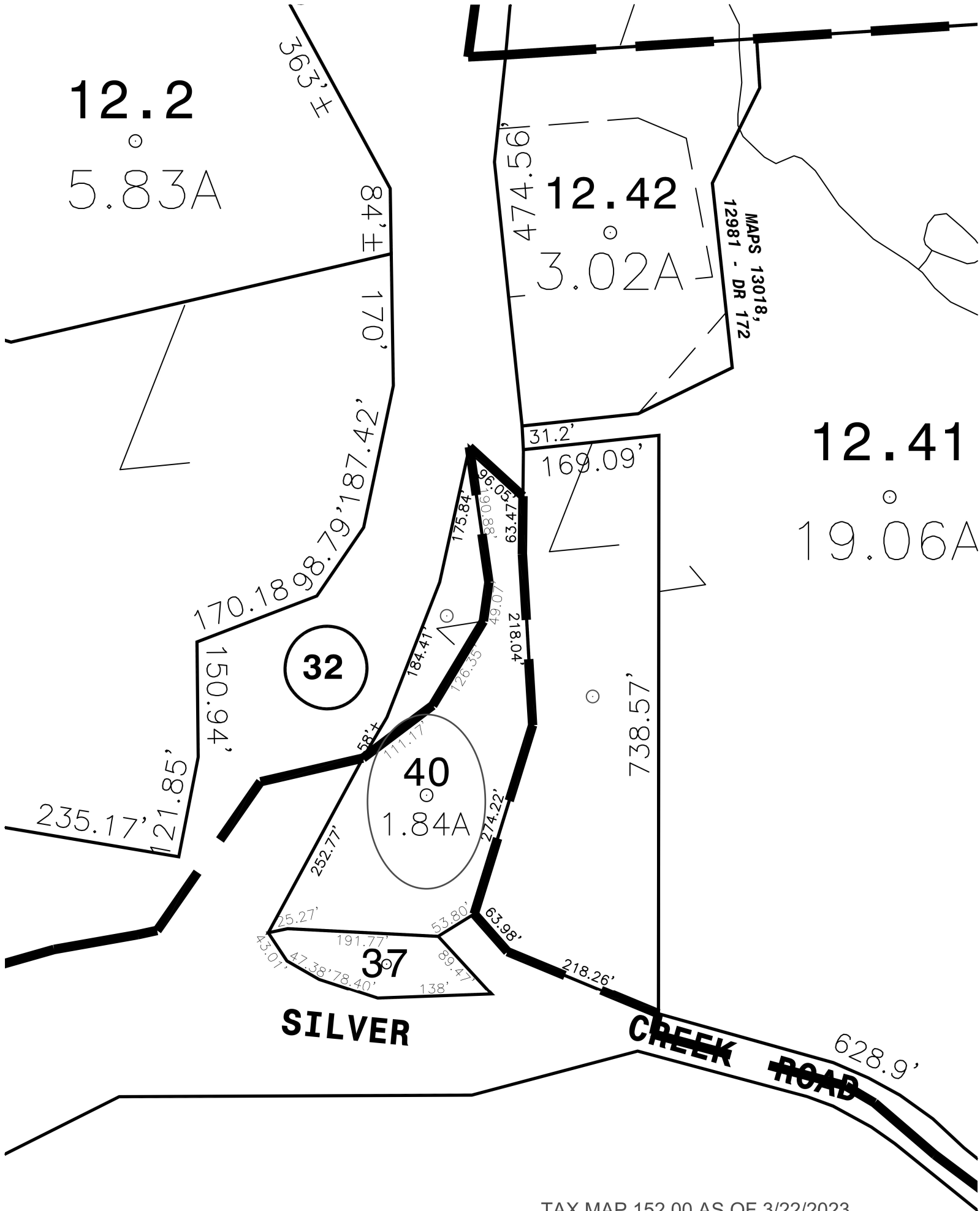
Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---May 18, 2023





DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR
COMMISSIONER

August 14, 2023

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

Dear Chairman Joyce:

I am requesting Legislative authorization to allow the transfer of tax foreclosed property located in the Town of Colonie, 24 Hendrick Avenue to the immediate former property owner.

The immediate former property owner has placed the amount of \$ \$53,609.94 on deposit, which represents the full amount of delinquent taxes owed at this writing for this property.

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

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

Thank you for your consideration.

Sincerely Yours,

M. David Reilly, JR
Commissioner

cc:

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



County of Albany

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

Legislation Text

File #: TMP-4519, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property

Date:	August 14, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:
Click or tap here to enter text.
New York State Pass-Through Agency (if applicable):
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: 347
Date of Adoption: August 14, 2023

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authorization to transfer tax delinquent foreclosed property located in the Town of Colonie, 24 Hendrick Avenue Tax Map No 54.20-2-57, to the immediate former owner John M. Bacher, 24 Hendrick Avenue, Menands, NY 12204. The amount of \$53,609.94 has been placed on deposit which represents taxes and interest accrued on this property.

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

This sale shall require that:

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

To whom it may concern

I am the owner of 24 Hendrick Avenue and I have had problems putting together the tax funds but I am now in the position to pay them off.

Respectfully

John M Bacher

(5183697230)



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

COUNTY OWNED PROPERTY INFORMATION

Municipality — Town of Colonie

Address of Properties —24 Hendrick Avenue

Tax Map Number-54.20-2-57

Property Description-One Family Residence

BIDDER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser- John M. Bacher

No properties owned

CODE ENFORCEMENT INFORMATION

N/A

DELINQUENT TAX INFORMATION

N/A

COUNTY FORECLOSURE INFORMATION

N/A

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---August 14, 2023



COUNTY OF ALBANY DIVISION OF FINANCE

DEPOSIT TRANSMITTAL

Division of Finance, Cash Receipts, 112 State Street, Suite 800, Albany, New York 12207

Office: (518) 447-7070, Fax: (518) 447-5516

PLEASE PRINT OR TYPE INFORMATION

DEPARTMENT: Management and Budget



ADDRESS: ROOM 1200 112 STATE STREET

Total Number of Checks: 1

Total Amount of Checks: \$53,609.94

Total Amount of Cash: \$0.00

Total Deposit: \$53,609.94

<u>ORG</u>	<u>OBJECT</u>	<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A	00690		24 HENDRICK, COLONIE 54.20-2-57	\$ 53,609.94
			RESOLUTION PENDING 2023	\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

VERIFIED BY: _____ DATE: _____

TITLE: _____

If Problems with Deposit, Contact: _____ Phone: _____

FOR OFFICE USE ONLY: DIVISION OF FINANCE

RECEIVED BY (Initial):

PAID RECEIPT STAMP

COUNTY OF ALBANY

Real Estate Tax Statement

Parcel: 05402000020570000000

Location: 24 HENDRICK AVE

Owner:
BACHER (LE) ANN QUINN
BACHER JOHN M
24 HENDRICK AVE
MENANDS NY 12204-1810

Status: Square 11,761

Land Valuation: 98,000

Building Valuation: 0

Exemptions: 0

Taxable Valuation: 98,000

Interest Per Diem: 18,001.39

Legal Description:

Deed Date: Book/Page: Interest Date: 09/30/2023

Year	Type	Bill			
2022	RE-5	1050			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TO	6,078.37	6,078.37	1,215.67	7,294.04
		6,078.37	6,078.37	1,215.67	7,294.04
Year Totals		6,078.37	6,078.37	1,215.67	7,294.04

Year	Type	Bill			
2021	RE-5	1365			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TO	6,023.20	6,023.20	1,927.42	7,950.62
	LEGAL CHAR	225.00	225.00	0.00	225.00
		6,248.20	6,248.20	1,927.42	8,175.62
Year Totals		6,248.20	6,248.20	1,927.42	8,175.62

Year	Type	Bill			
2020	TL-5	695			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TL	5,871.34	5,871.34	2,583.39	8,454.73
	LEGAL CHAR	225.00	225.00	0.00	225.00
		6,096.34	6,096.34	2,583.39	8,679.73
Year Totals		6,096.34	6,096.34	2,583.39	8,679.73

Year	Type	Bill			
2018	TL-5	2340			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TL	5,624.15	5,624.15	3,824.42	9,448.57
	LEGAL CHAR	225.00	225.00	0.00	225.00
		5,849.15	5,849.15	3,824.42	9,673.57
Year Totals		5,849.15	5,849.15	3,824.42	9,673.57

Year	Type	Bill			
2017	RE-5	1319			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TO	5,521.79	5,521.79	4,417.43	9,939.22
		5,521.79	5,521.79	4,417.43	9,939.22

COUNTY OF ALBANY

Real Estate Tax Statement

Year Totals	5,521.79	5,521.79	4,417.43	9,939.22
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2014	TL-5	293

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TL	779.09	779.09	903.74	1,682.83
		779.09	779.09	903.74	1,682.83

Year Totals	779.09	779.09	903.74	1,682.83
--------------------	---------------	---------------	---------------	-----------------

Year	Type	Bill
2013	TL-5	301

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TO	1,487.94	1,487.94	1,904.56	3,392.50
	LEGAL CHAR	150.00	150.00	0.00	150.00
	INT ON THE	0.00	0.00	0.00	0.00
	MAIL CHARG	1.00	1.00	0.00	1.00
	TITLE SEAR	290.00	290.00	0.00	290.00
		1,928.94	1,928.94	1,904.56	3,833.50

Year Totals	1,928.94	1,928.94	1,904.56	3,833.50
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2012	TL-5	720

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COLONIE TL	420.43	420.43	588.60	1,009.03
	LEGAL CHAR	150.00	150.00	0.00	150.00
	TITLE SEAR	195.00	195.00	0.00	195.00
	MAIL CHARG	27.00	27.00	0.00	27.00
		792.43	792.43	588.60	1,381.03

Year Totals	792.43	792.43	588.60	1,381.03
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Grand Totals	33,294.31	33,294.31	17,365.23	50,659.54
---------------------	------------------	------------------	------------------	------------------

** End of Report - Generated by Neal, Jeffrey **

TOWN OF COLONIE TAX OFFICE - TOWN & COUNTY 2023

FISCAL YEAR: 1/1/2023 to 12/31/2023	WARRANT DATE: 12/30/2022	STATE AID: CNTY \$99,097,707 TWN \$4,281,094
-------------------------------------	--------------------------	--

MAKE CHECKS PAYABLE TO:

C. Michele Zilgme, Receiver of Taxes

MEMORIAL TOWN HALL

534 NEW LOUDON RD.

LATHAM, NY 12110

TO PAY IN PERSON:

Memorial Town Hall

534 New Loudon Rd.

Latham, NY 12110

Mon. - Fri. 8:30 am - 4:30 pm

PROPERTY OWNER:

Bacher (LE) Ann Quinn

Bacher John M

24 Hendrick Ave

Menands, NY 12204-1810

BANK
000

BILL
3531

TAX MAP NUMBER
012603 54.20-2-57

PROPERTY INFORMATION:

ACCOUNT#:

DIMENSION: 0.27 Acres

ROLL SECTION: 1 CLASS: 210 - 1 FAMILY RES

LOCATION: 24 Hendrick Ave

MUNICIPALITY: Village of Menands

SCHOOL: 012615 Menands Common

FULL MARKET VALUE: As of 1/1/22 175,785

UNIFORM % OF VALUE: 55.75

LAND ASSESSMENT: 19,600

TOTAL ASSESSMENT: 98,000

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
-----------	-------	------------	-------------

DELINQUENT TAXES ARE DUE ON THIS PARCEL

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
ALBANY COUNTY TAX	35,267,816	-2.1	98,000.00	5.680175	556.66
COLONIE TOWN TAX	26,708,072	3.1	98,000.00	4.285481	419.98
VILLAGE RELEVY	0	0.0	0.00	1	1,973.76

TOTAL TAX AMOUNT: \$2,950.40

FULL PAYMENT OPTION

Paid From	Paid To	Tax Amount	Penalty	Total Due
12/30/2022	01/31/2023	2,950.40		2,950.40
02/01/2023	02/28/2023	2,950.40	29.50	2,979.90
03/01/2023	03/31/2023	2,950.40	59.01	3,009.41

TOWN OF COLONIE TAX OFFICE - TOWN & COUNTY 2023

MUNICIPALITY: Village of Menands
SCHOOL: 012615 MENANDS COMMON
LOCATION: 24 HENDRICK AVE

RECEIVER'S STUB

Bacher (LE) Ann Quinn
Bacher John M
24 Hendrick Ave
Menands, NY 12204-1810

BILL NUMBER: 3531

Tax Map: 012603 54.20-2-57

BANK: 000

TOTAL BASE TAX:

\$2,950.40

AMOUNT ENCLOSED:

\$

☐ CHECK THIS BOX TO REQUEST A RECEIPT

RECEIVER STUB MUST BE RETURNED WITH PAYMENT

Printed On: 07/18/2023 At: 11:14:59 AM

TAX LIEN FORECLOSURE SEARCH

Search Date 08/20/2016OHTA Number A15-1218Municipality Town of ColonieIndex Number 6159-13Foreclosure No. 0000385Tax Map Number 54.20-2-57Property Address 24 Hendrick Avenue, Town of ColonieDate of Filing of List of Delinquent Taxes November 21, 2013

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

NOTE: Copy of Filed Map referenced in current deed is illegible.

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. John M. Bacher 24 Hendrick Avenue Menands NY 12204

A-2. ADDITIONAL ADDRESSEES

2. John M. Bacher 35 Wisner Road Averill Park NY 12018

3. Cooper, Erving and
Savage, LLP 39 North Pearl Street 4th Floor Albany NY 12207

Source Deed Book 2871 Page 616

Deed R and R Cooper, Erving and
Savage, LLP
39 North Pearl Street- 4th
Floor
Albany, New York 12207

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I *(continued)*

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

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 (1)

1.	Albany Medical Center Hospital	1275 Broadway	Menands NY 12204
----	-----------------------------------	---------------	------------------

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II (continued)

LEASES (0)

1. _____

OTHER LIENORS (0)

1. _____

OTHER INTERESTS (0)

1. _____

ESTATE PROCEEDINGS (0)

1. _____

MORTGAGE FORECLOSURES (0)

1. _____

LIBER 2871 PAGE 616



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

Return to:

COOPER ERVING AND SAVAGE LLP
39 NORTH PEARL ST 4FL
ALBANY NY 12207

Instrument: Deed

Document Number: 9868868 Book: 2871 Page: 616

Grantor

BACHER, ANN QUINN
BACHER, ANN K AKA

Grantee

BACHER, JOHN M

Number of Pages: 3

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 4269
.....\$0.00

Filing Date/Time: 01/08/2007 at 10:25 AM

Receipt Number: 355165

Note:

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

Thomas G. Clingan

Thomas G. Clingan, County Clerk

LIBER **2871** PAGE **617**

Record and Return To:

Cooper Erving & Savage LLP
Attn: Susan C. Picotte, Esq.
39 North Pearl Street, 4th Floor
Albany, New York 12207

Albany County Clerk
Document Number 9868868
Rcvd 01/08/2007 10:25:39 AM

WARRANTY DEED WITH LIEN COVENANT



THIS INDENTURE,

*Made the 25th day of October, Two
Thousand Six*

Between

ANN QUINN BACHER also known as ANN K. BACHER, residing at 24 Hendrick
Avenue, Menands, New York 12204,

party of the first part,

and

JOHN M. BACHER, residing at 35 Wisner Road, Averill Park, New York 12018,

party of the second part,

WITNESSETH that the party of the first part, in consideration of One and 00/100
(\$1.00) Dollars lawful money of the United States, paid by the party of the second part, does
hereby grant and release unto the party of the second part, his heirs and assigns forever, all

that tract or parcel of land, together with the buildings and improvements thereon,
situate in the Village of Menands, Town of Colonie, County of Albany and State of
New York, designated on "Map of Riverview Boulevard Park," Marsdale Realty
Company, Inc., owners, surveyed August 1, 1925, by Nordin J. Shambrook,
Surveyor, and filed in the Albany County Clerk's Office on April 29, 1926, in Closet
2, Drawer 39, Map No. 425, as all of Lot Number Two Hundred (200) and the
Westerly eighteen (18) feet of Lot Number One Hundred Ninety-nine (199).

SUBJECT to all conditions, covenants, easements and restrictions of record
affecting said premises, if any.

BEING the same premises conveyed by Ann Quinn Bacher and William J. Bacher to
William J. Bacher and Ann Quinn Bacher, his wife, by deed dated October 22, 1971,
and duly recorded in the Albany County Clerk's Office on November 29, 1971, in
Book 2037 of Deeds at Page 525. Said William J. Bacher died a resident of the Village
of Menands, County of Albany and State of New York on February 22, 1996, leaving
his wife and said party of the first part, Ann Quinn Bacher also known as Ann K.
Bacher, as surviving tenant by the entirety.

EXCEPTING AND RESERVING unto the party of the first part, Ann Quinn Bacher
also known as Ann K. Bacher, exclusive use, possession, and enjoyment of the above
described premises for and during the natural life of the party of the first part, and
upon the death of the party of the first part, said legal life estate shall cease, and said
use, possession and enjoyment of said premises shall rest in the party of the second
part, his heirs, assigns and successors, forever.

Albany County Clerk
Deed Books (Record Room)
Book 2871 Page 617



LIBER **2871** PAGE **618**

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

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

And said party of the first part covenants as follows:

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

Second, That the party of the first part will forever Warrant the title to said premises.

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

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

Ann Quinn Bacher
Ann K. Bacher
 Ann Quinn Bacher also known as
 Ann K. Bacher

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

On the 25th day of October, 2006, before me, the undersigned, personally appeared **Ann Quinn Bacher** also known as **Ann K. Bacher**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Susan Carroll Picotte
 Notary Public

SUSAN CARROLL PICOTTE
 Notary Public, State of New York
 No. 4707136
 Qualified in Albany County
 Commission Expires Sept. 30, 2011

87047

SURROGATES

File # 2011-351

TITLE Co _____

TITLE # _____

FULL ESTATE ☐
PROOF OF DEATH ☐

THE ESTATE OF: Ann K. Bacher

INDEX # _____
DATE OF DEATH: 3/28/11

ATTORNEYS: _____

PETITION

☐ TESTATE

LETTERS TEST. DATED: 5/5/11
VERIFIED BY: _____
ISSUED TO: John M Bacher
DATE OF WILL: _____
ADMITTED TO PROBATE: _____
DATE OF 1ST CODICIL: _____
DATE OF 2ND CODICIL: _____
DATE OF 3ND CODICIL: _____

☐ INTESATE

☐ LETTERS OF ADMINISTRATION
☐ ANCILLARY LETTERS
☐ ADM. LETTERS C.T.A.
☐ TRUSTEESHIP
DATED: _____
VERIFIED BY: _____
ISSUED TO: _____
LIMITED TO: _____

BOND OF ADMINISTRATOR, EXECUTOR OR TRUSTEE? _____

HEIRS

RELATIONSHIP

TYPE OF SERVICE

① A) <u>John M Bacher</u>	<u>Son</u>	<u>Exec</u>
B) <u>24 Hendrick Ave, Morristown, NJ 07960</u>		
② C) <u>Michael P Bacher</u>	<u>Son</u>	
D) <u>24 Hendrick Ave, Morristown, NJ 07960</u>		
E) _____		
F) _____		

LAST WILL & TESTAMENT

Left No surviving spouse & 2 children

File # _____

Nothing Found

FULL ESTATE ☐
PROOF OF DEATH ☐

THE ESTATE OF: William J. Bache

ATTORNEYS:

☐ TESTATE

☐ **INTESTATE**

DATED: .

VERIFIED BY:

ISSUED TO:

LIMITED TO:

BOND OF ADMINISTRATOR, EXECUTOR OR TRUSTEE?

TYPE OF SERVICE

A)	
B)	
C)	
D)	
E)	
F)	

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY**

ALBANY MEDICAL CENTER HOSPITAL

Plaintiff

JUDGMENT

Index No. 806-16

-against-

JOHN M BACHER

Defendant(s)

Amount Demanded in Complaint (Less Credits)

\$16,375.74

Interest

\$6,250.67

\$22,626.41

Cost by Statute

\$200.00

Service of Summons and Complaint

\$34.00

Fee for Index Number

\$210.00

Sheriff's Fee on Execution

\$90.00

Motion Fee

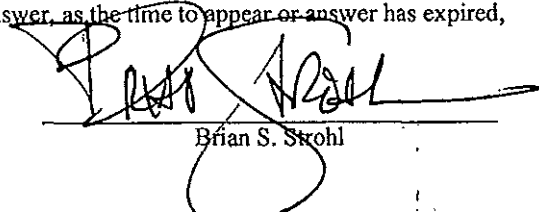
\$45.00

Cost Taxed at \$579.00

\$579.00

\$23,205.41

Brian S. Strohl, an attorney at law of the State of New York, and a member of the firm of Overton, Russell, Doerr and Donovan, LLP, the attorneys of record for the plaintiff, affirms that the following is true under the penalty of perjury: Service of the Summons and Verified Complaint has been made on the defendant(s) as appears by the affidavits of service heretofore or now filed. The disbursements herein specified have been or will necessarily be made. The defendant(s) are in default for failure to serve an answer, as the time to appear or answer has expired, and no appearance or answer has been served.


Brian S. Strohl

Judgment is entered in favor of the plaintiff:

ALBANY MEDICAL CENTER HOSPITAL

1275 BROADWAY

MENANDS, NY 12204

and against the following defendant(s):

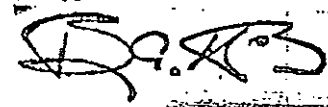
JOHN M BACHER

24 HENDRICK AVE

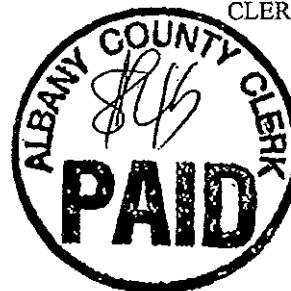
ALBANY, NY 12204

ALB CO CLERK JUN30'16PM2:44

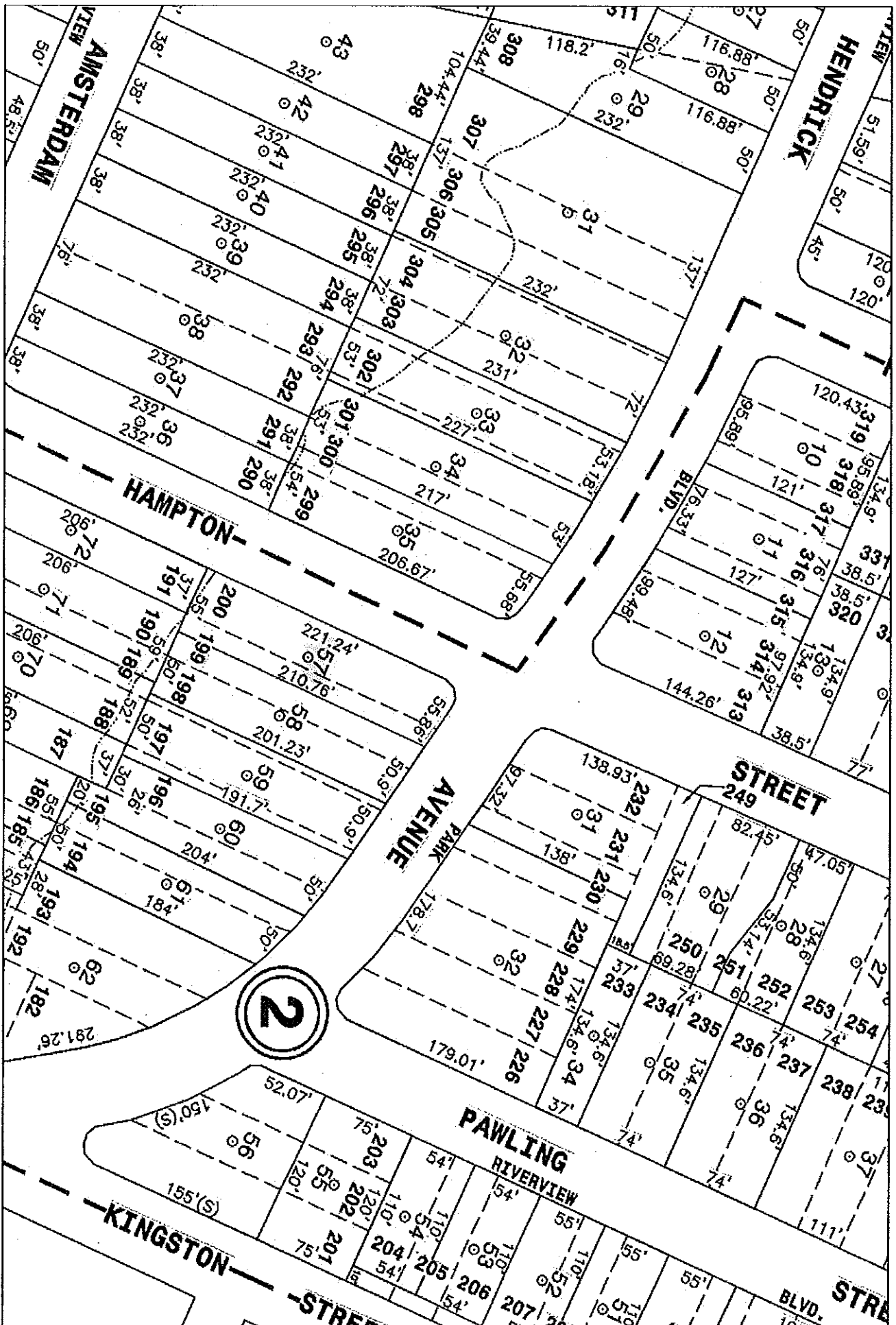
As computed above in the sum of \$22,626.41, together with interest plus costs of \$579.00 for a total of \$23,205.41 and it is adjudged that the plaintiff have execution therefore, and it is ordered, if applicable, that the action is severed as to the defendant(s) against whom the judgment is not entered.

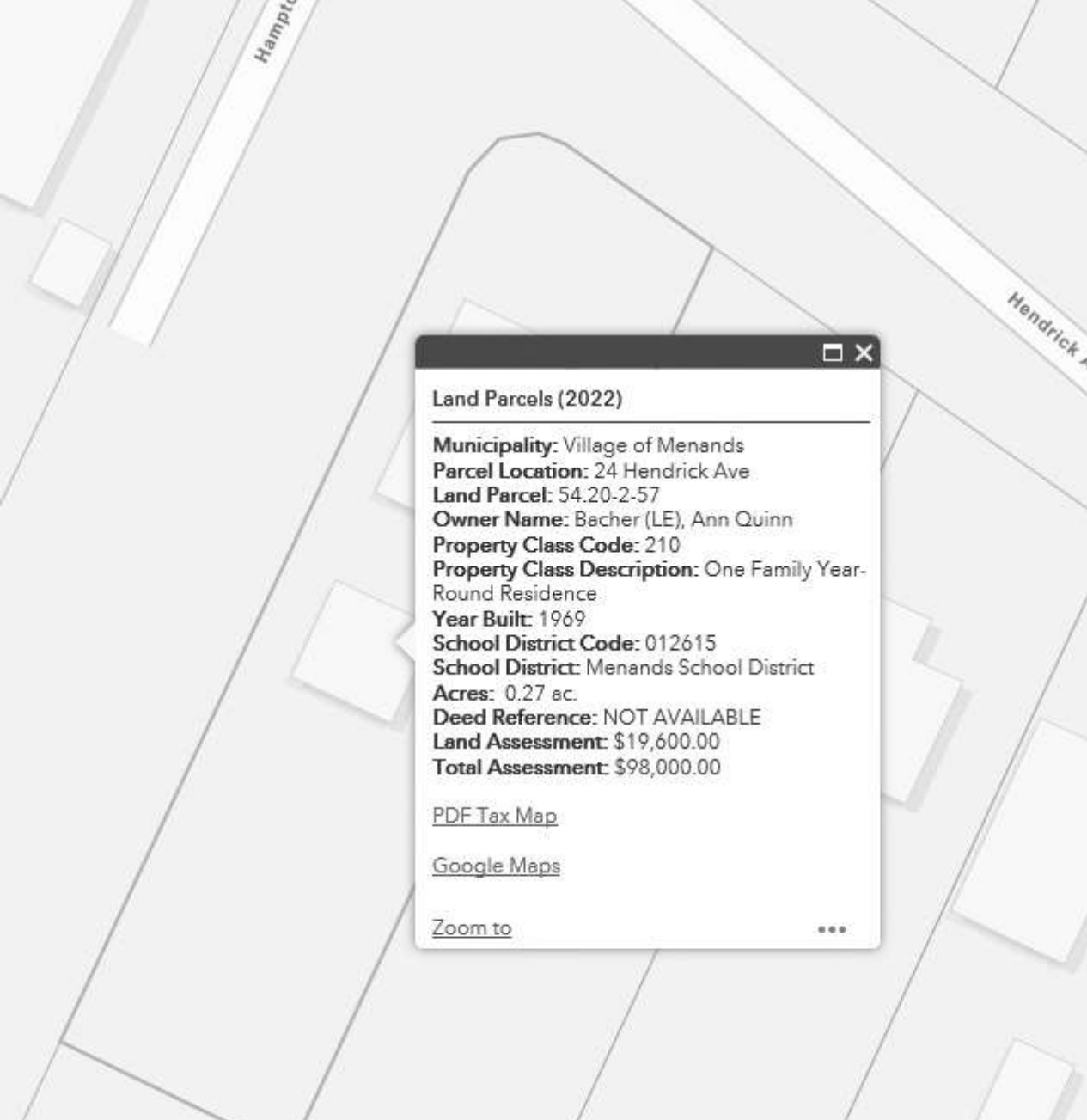

CLERK

OVERTON, RUSSELL, DOERR AND DONOVAN, LLP
Attorneys for Plaintiff
19 Halfmoon Executive Park Dr.
Clifton Park, New York 12065
(518) 383-4876









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

August 18, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested to convey a tax foreclosed property located in the City of Albany to the Albany County Land Bank Corporation.

This request is pursuant to Resolution No. 29 of 2019, the Albany County Disposition Plan which states "Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation"

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

Sincerely Yours,

M. David Reilly
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-4522, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Legislative action is requested to authorize the conveyance of tax delinquent foreclosed property located in the City of Albany to the Albany County Land Bank Corporation

Date:	August 18, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

Term

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

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

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 284

Date of Adoption: 7/10/2023

Justification: (state briefly why legislative action is requested)

Pursuant to ABL Resolution No. 29 of 2019 the Albany County Disposition Plan, authorization is requested to convey a tax foreclosed property located in the City of Albany, 147 Melrose Ave to the Albany County Land Bank Corporation.

Municipality	Street #	Street Name	Building/Lot	Tax Map #	Assessed value	Class Code
CITY OF ALBANY	147	Melrose Ave	Building	64.25-2-4	179,000	210-ONE FAMILY RESIDENCE



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

August 17, 2023

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 properties located in the City of Albany, 346 and 348 Second Street to an abutting property owner.

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

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

Sincerely Yours,

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-4535, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Properties

Date:	August 29, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:
Click or tap here to enter text.
New York State Pass-Through Agency (if applicable):
Click or tap here to enter text.

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Legislative action is requested to authorize the transfer of tax foreclosed properties located in the City of Albany, 346 Second Street Tax Map No. 65.55-6-31 and abutting 348 Second Street Tax Map No. 65.55-6-30 to an abutting property owner James Scaringe, 41 James Drive, Albany, NY 12211 for \$20,000 each.

Mr. Scaringe per his submission indicates that he is fully aware of the very poor condition of these properties and would purchase them with the intention of rehabilitating the buildings and leasing the apartments within.

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

As part of this sale, Mr. Scaringe will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

James Scaringe
41 James Dr.
Albany, Ny 12211
August 11, 2023

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

Dear Dan McCoy,

I own the property at 28 Judson St. in the City of Albany. This property adjoins 346 Second St., I would like to make an offer to purchase the property at 346 Second St. in the amount of twenty thousand dollars (\$20,000.00) and, also, I would like to make an offer on the property at 348 Second St. in the amount of twenty thousand dollars (\$20,000.00), which are currently owed by the County of Albany.

These Properties have been vacant for several years and are in very poor condition. I would like to purchase these properties with the intention of rehabilitating them and leasing the apartments.

Respectfully,

James Scaringe
Ph. No. 518-860-6397



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality - Albany

Address of Properties -346 and 348 Second Street

Tax Map Numbers- 65.55-6-31 and 65.55-6-30

Properties Description-Two Family Residences

PROPOSED PURCHASER AND PROPERTIES OWNED

James Scaringe

Colonie-28 Emery Ave-4 Essex Ave-8 Exchange Street, 41 James Drive

Albany- 23 Mc Cardle Ave - 587 Second St-36 Barclay Street

CODE ENFORCEMENT INFORMATION

No outstanding violations-Verified with City of Albany Code Enforcement officer 8/28/2023

No outstanding violations-Verified with Town of Colonie Code Enforcement officer 8/14/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 8/17/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable

Signed-----

ANTHONY DILELLA

Property Manager

DATE—August 28, 2023

✕

Land Parcels (2022)

Municipality: City of Albany

Parcel Location: 348 Second St

Land Parcel: 65.55-6-30

Owner Name: Davidson, Dale

Property Class Code: 220

Property Class Description: Two Family Year-Round Residence

Year Built: 1910

School District Code: 010100

School District: Albany City School District

Acres: 0.06 ac.

Deed Reference: NOT AVAILABLE

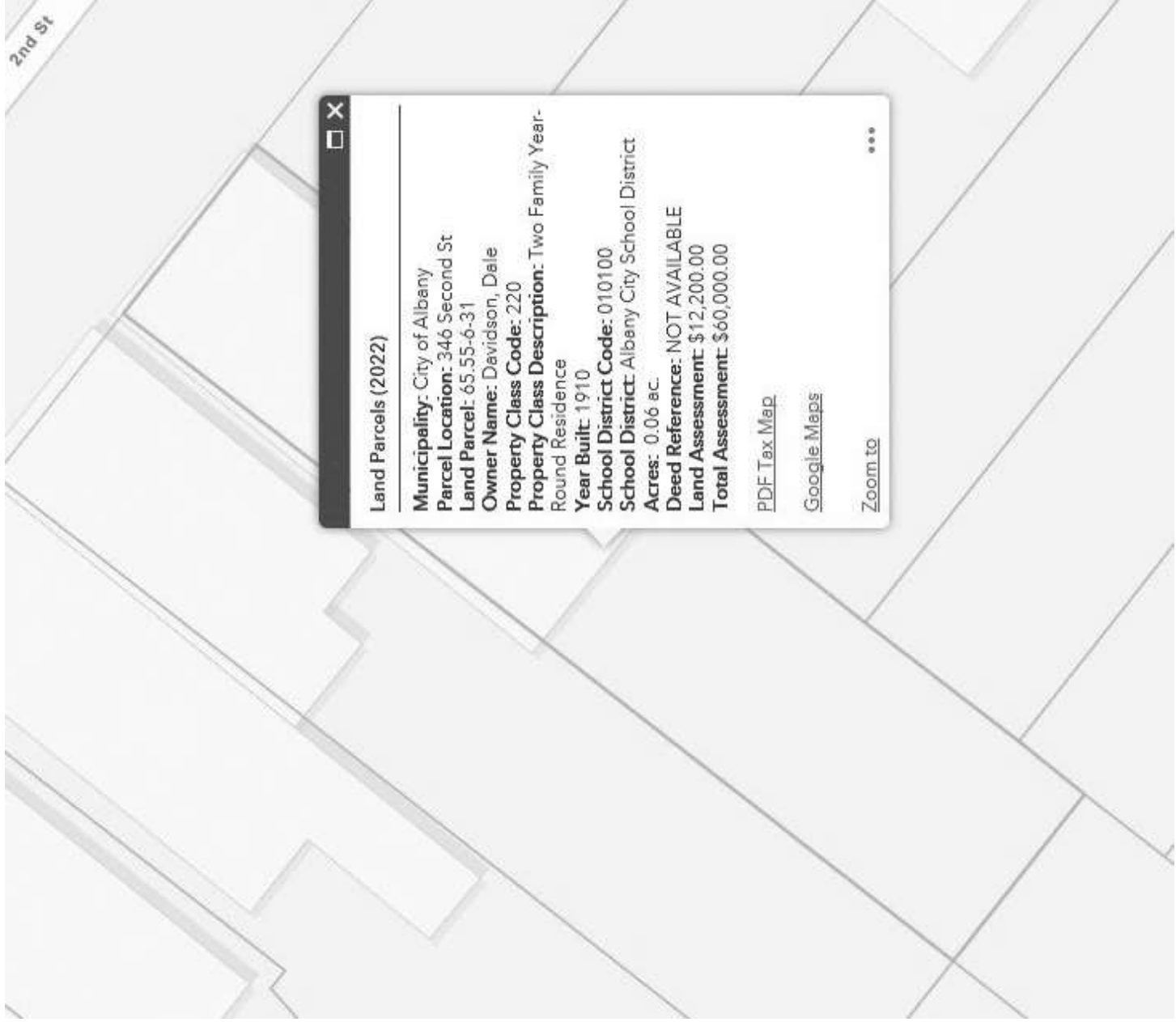
Land Assessment: \$10,400.00

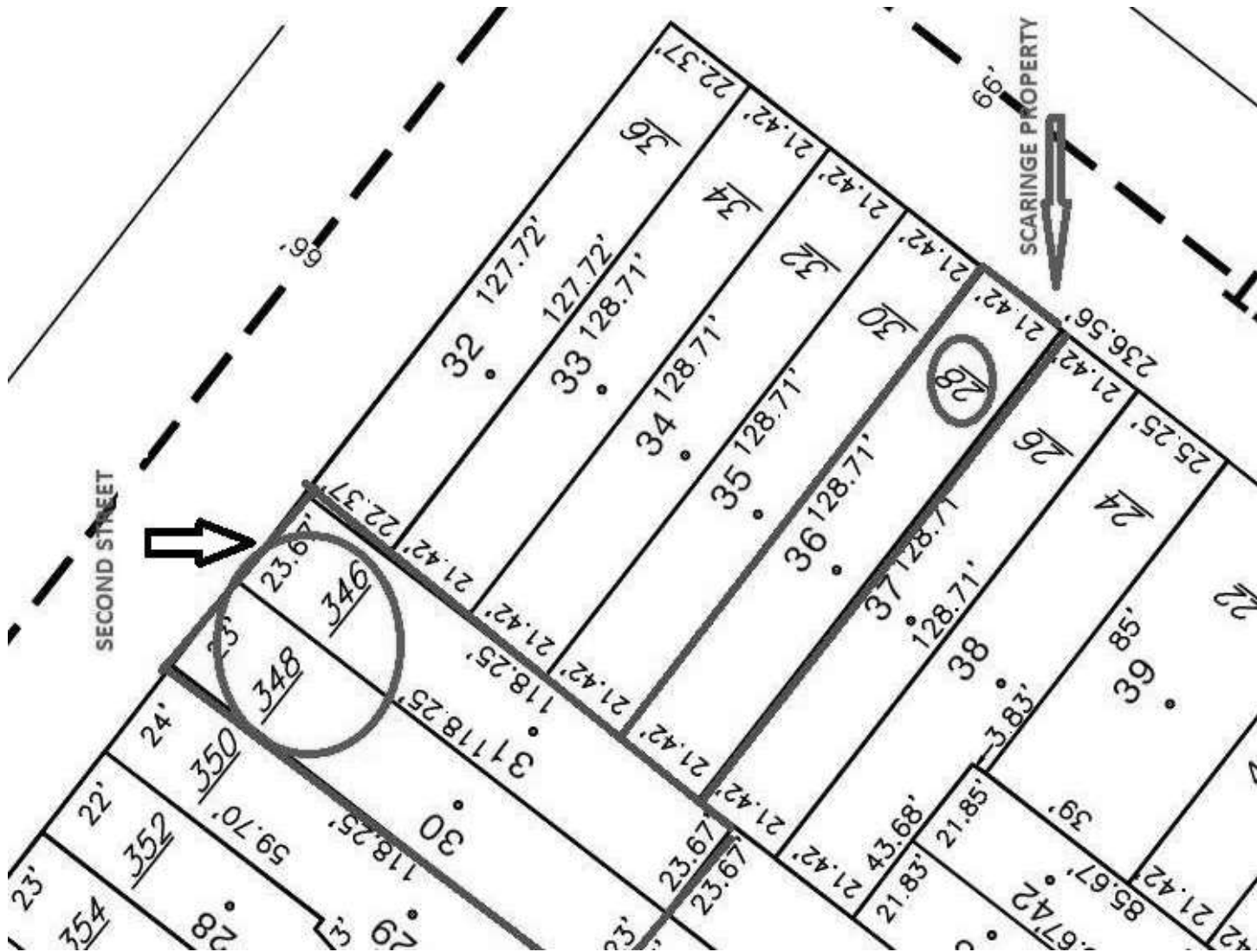
Total Assessment: \$52,000.00

[PDF Tax Map](#)

[Google Maps](#)

[Zoom to](#)





COUNTY OF ALBANY

Parcel Find

PARCEL: 06505500060300000000
LOCATION: 348 SECOND ST
NAME: *** VARIOUS **

TAX LIEN - 2018
EFF DATE: 08/11/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-1	6088	Y	348 SECOND ST	1,554.14	1,554.14	1,879.56
2021	RE-1	6286	Y	348 SECOND ST	1,112.55	1,112.55	1,472.81
2021	RE-E	3206	Y	348 SECOND ST	1,285.73	1,285.73	1,591.86
2020	RE-1	7205	Y	348 SECOND ST	1,991.04	1,991.04	2,764.73
2020	RE-E	2922	Y	348 SECOND ST	1,284.06	1,284.06	1,736.54
2019	RE-1	5912	Y	348 SECOND ST	2,120.27	2,120.27	3,290.91
2019	RE-E	2867	Y	348 SECOND ST	1,485.57	1,485.57	2,073.37
2018	TL-1	1046	Y	348 SECOND ST	2,155.18	2,155.18	3,663.81
2018	TL-E	199	Y	348 SECOND ST	1,575.86	1,575.86	2,332.34
2017	TL-1	1668	Y	348 SECOND ST	2,403.53	2,403.53	4,189.92
2017	TL-E	1029	Y	348 SECOND ST	1,350.56	1,350.56	2,241.93
2016	TL-E	1594	Y	348 SECOND ST	1,443.28	1,443.28	2,655.64
2016	TL-1	860	Y	348 SECOND ST	2,124.27	2,124.27	3,980.08
2015	TL-E	1171	Y	348 SECOND ST	1,347.94	1,347.94	2,668.92
2015	TL-1	699	Y	348 SECOND ST	3,354.87	3,354.87	6,911.03
2014	TL-E	811	Y	348 SECOND ST	1,530.85	1,530.85	3,146.44
2014	RE-1	7041	Y	348 SECOND ST	2,295.58	2,295.58	4,874.25
2013	TL-1	1832	Y	348 SECOND ST	2,398.09	2,398.09	4,911.11
2013	TL-E	977	Y	348 SECOND ST	1,456.07	1,456.07	2,722.85
2012	TL-E	1810	Y	348 SECOND ST	1,622.12	1,622.12	3,034.97
2012	TL-1	1232	Y	348 SECOND ST	1,690.52	1,690.52	4,091.06
2011	TL-1	2500	Y	348 SECOND ST	1,991.32	1,991.32	4,826.95
2011	TL-E	1474	Y	348 SECOND ST	1,512.92	1,512.92	3,373.81
2010	TL-E	3090	Y	348 SECOND ST	1,439.70	1,439.70	3,210.53
2010	TL-1	2125	Y	348 SECOND ST	2,385.81	2,385.81	6,097.25
2009	TL-1	1736	Y	348 SECOND ST	1,343.71	1,343.71	3,557.51
2009	TL-E	1208	Y	348 SECOND ST	2,135.68	2,135.68	5,018.85
2008	TL-E	1391	Y	348 SECOND ST	2,228.47	2,228.47	5,283.82
2008	TL-1	812	Y	348 SECOND ST	974.05	974.05	2,824.75
2007	TL-E	1048	Y	348 SECOND ST	2,211.32	2,211.32	7,565.72
2006	RE-1	6682	Y	348 SECOND ST	0.00	0.00	0.00
2006	RE-E	4479	Y	348 SECOND ST	0.00	0.00	0.00
2005	RE-1	7683	Y	348 SECOND ST	1,165.79	0.00	0.00
2005	RE-E	6167	Y	348 SECOND ST	1,139.85	0.00	0.00
2004	RE-E	2078	Y	348 SECOND ST	1,096.35	0.00	0.00
TOTAL DUE NOW						107,993.32	
TOTAL UNPAID						53,805.06	



COUNTY OF ALBANY

Parcel Find

PARCEL: 065055000603100000000
LOCATION: 346 SECOND ST
NAME: ** VARIOUS **

TAX LIEN - 2018
EFF DATE: 08/11/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-1	6089	Y	346 SECOND ST	1,679.36	1,679.36	2,031.02
2021	RE-1	6287	Y	346 SECOND ST	2,016.22	2,016.22	2,669.09
2021	RE-E	3207	Y	346 SECOND ST	1,483.53	1,483.53	1,836.75
2020	RE-1	7206	Y	346 SECOND ST	2,649.99	2,649.99	3,712.36
2020	RE-E	2921	Y	346 SECOND ST	1,481.61	1,481.61	2,003.70
2019	RE-1	5911	Y	346 SECOND ST	2,534.40	2,534.40	3,933.80
2019	RE-E	2866	Y	346 SECOND ST	1,679.35	1,679.35	2,357.58
2018	TL-1	1047	Y	346 SECOND ST	2,318.21	2,318.21	3,940.96
2018	TL-E	200	Y	346 SECOND ST	1,783.52	1,783.52	2,656.29
2017	TL-1	1669	Y	346 SECOND ST	2,302.77	2,302.77	4,006.54
2017	TL-E	1030	Y	346 SECOND ST	1,783.18	1,783.18	2,811.58
2016	TL-E	1595	Y	346 SECOND ST	1,815.16	1,815.16	3,213.89
2016	TL-1	861	Y	346 SECOND ST	2,597.79	2,597.79	5,039.71
2015	TL-E	1172	Y	346 SECOND ST	1,751.51	1,751.51	3,467.99
2015	TL-1	700	Y	346 SECOND ST	2,035.43	2,035.43	4,192.99
2014	TL-E	812	Y	346 SECOND ST	1,639.41	1,639.41	3,557.52
2014	RE-1	7042	Y	346 SECOND ST	1,968.91	1,968.91	4,180.46
2013	TL-1	1833	Y	346 SECOND ST	2,323.76	2,323.76	4,740.15
2013	TL-E	978	Y	346 SECOND ST	1,729.99	1,729.99	3,235.08
2012	TL-E	1811	Y	346 SECOND ST	1,890.57	1,890.57	3,569.18
2012	TL-1	1233	Y	346 SECOND ST	2,085.23	2,085.23	5,046.26
2011	TL-1	3260	Y	346 SECOND ST	2,208.87	2,208.87	5,610.53
2011	TL-E	1475	Y	346 SECOND ST	1,910.84	1,910.84	4,076.67
2010	TL-1	2126	Y	346 SECOND ST	2,829.53	2,829.53	7,526.55
2010	TL-E	1456	Y	346 SECOND ST	1,860.34	1,860.34	3,964.06
2009	TL-1	1737	Y	346 SECOND ST	1,030.68	1,030.68	2,865.29
2009	TL-E	1209	Y	346 SECOND ST	2,430.68	2,430.68	5,577.10
2008	TL-E	1392	Y	346 SECOND ST	2,127.20	2,127.20	5,033.68
2008	TL-1	813	Y	346 SECOND ST	926.58	926.58	2,687.08
2007	TL-E	1049	Y	346 SECOND ST	2,115.77	2,115.77	7,209.32
TOTAL DUE NOW						116,753.18	
TOTAL UNPAID						58,990.39	



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

August 17, 2023

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

Dear Chairman Joyce:

I am requesting Legislative authorization to allow the transfer of tax foreclosed property located in the City of Albany, 349 Orange Street to the immediate former property owner.

The immediate former property owner has placed the amount of \$ \$1,603.40 on deposit, which represents the full amount of delinquent taxes owed for this property.

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-4536, **Version:** 1

August 29, 2023 REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property

Date:	August 29, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:
Click or tap here to enter text.
New York State Pass-Through Agency (if applicable):
Click or tap here to enter text.

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Legislative action is requested to authorize the transfer of tax-foreclosed property located in the City of Albany, 349 Orange Street Tax Map No. 65.64-3-32 to the former owner Green Island Tabenacle, 349 Orange Street Albany NY, 12206. The amount of \$1,603.40 has been placed on deposit which represents taxes and interest due 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.

Green Island Tabernacle
"God is Truth"

Dr. Enoch J Grant
 353 Orange Street
 Albany NY 12206
 347-963-7502

August 16, 2023.

RE: 349 Orange Street

To whom it may concern,

This letter is to confirm that a check was made to the Director of Finance, in the Sum of One Thousand Six Hundred three dollars and 40 cents (\$1,603.40).

This is in refrence to the property at 349 Orange Street.

Thanking you in advance for your cooperation in this matter

Respectfully yours,

B Grant

Dr. Enoch J Grant
 Pastor Brenda Grant

Before me, personally appeared

Brenda Grant and
 Sworn to before me this 16th day
 of August, 2023

Alyssa D Young

Alyssa D Young
 Notary Public, State of New York
 Qualified in Albany County
 No. 01YO6446799
 Commission Expires January 23, 2027

Date: DEC 19 2013

Employer Identification Number:

45-3212477

DLN:

17053255317043

GREEN ISLAND TABERNACLE INC

C/O ENOCH J GRANT

353 ORANGE ST

ALBANY, NY 12206

Contact Person:

KRISTINA S GASNIK

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(i)

Form 990 Required:

No

Effective Date of Exemption:

September 9, 2011

Contribution Deductibility:

Yes

Addendum Applies:

No

ID# 31458

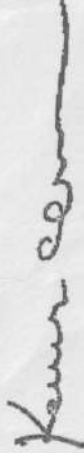
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Albany

Address of Properties —349 Orange Street

Tax Map Number—65.64-3-32

Property Description—Residential Vacant Land

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser—Green Island Tabernacle

City of Albany—42 Sherman St, 32 Leonard St, 349, 351 Orange St

CODE ENFORCEMENT INFORMATION

There are no outstanding violations—Verified City of Albany Code Enforcement Officer 8/28/2023

DELINQUENT TAX INFORMATION

No delinquent taxes—Verified with Albany County Tax Records Supervisor 8/28/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---August 28, 2023

Land Parcels (2022)

Municipality: City of Albany

Parcel Location: 349 Orange St

Land Parcel: 65.64-3-32

Owner Name: **Green Island Tabernacle**

Property Class Code: 311

Property Class Description: Residential Vacant Land

Year Built:

School District Code: 010100

School District: Albany City School District

Acres: 0.03 ac.

Deed Reference: 3050-1006

Land Assessment: \$900.00

Total Assessment: \$900.00

[PDF Tax Map](#)

[Google Maps](#)

[Zoom to](#)

08/27/2021 10:52

jneal

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 06506400030320000000

LOCATION: 349 ORANGE ST

OWNER:

ALBANY COUNTY LAND BANK CORP
69 STATE ST FL 8
ALBANY NY 12207

STATUS:

SQUARE FEET 0
LAND VALUATION 900
BUILDING VALUATION 0
EXEMPTIONS 0

TAXABLE VALUATION 900
INTEREST PER DIEM 656.39

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 08/27/2021

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2020	RE-1	7428				
1	ALBANY WAT		122.30	122.30	26.91	149.21
	5 PERCENT		6.12	6.12	.00	6.12
			128.42	128.42	26.91	155.33
2018	LIEN	1198				
1	ALB LIENS		128.04	128.04	58.90	186.94
			128.04	128.04	58.90	186.94
2017	LIEN	1780				
1	ALB LIENS		128.04	128.04	74.26	202.30
			128.04	128.04	74.26	202.30
2016	LIEN	987				
1	ALB LIENS		128.04	128.04	89.63	217.67
			128.04	128.04	89.63	217.67
2015	LIEN	758				
1	ALB LIENS		128.04	128.04	104.99	233.03
			128.04	128.04	104.99	233.03
2014	LIEN	1594				
1	ALB LIENS		122.94	122.94	115.56	238.50
	LEGAL CHAR		150.00	.00	.00	PAID
	TITLE SEAR		290.00	.00	.00	PAID
	MAIL CHARG		35.00	35.00	.00	35.00
			597.94	157.94	115.56	273.50



08/27/2021 10:52
jneal

COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

YEAR TYPE INST CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
		597.94	157.94	115.56	273.50
2012 RE-1 1 ALBANY WAT 5 PERCENT	10498	150.06 7.50	150.06 7.50	177.07 .00	327.13 7.50
		157.56	157.56	177.07	334.63
GRAND TOTALS		1,396.08	956.08	647.32	1,603.40

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

IB Broadview Federal Credit Union 700 Patroon Creek Boulevard
Albany, NY 12206

OFFICIAL CHECK



DATE:
08/16/2023

CHECK NO. 544183
29-7338/2213

Ref:

PAY TO THE
ORDER OF Director of Finance

PAY One Thousand Six Hundred Three and 40/100*****
Director of Finance

\$ **** 1,603.40 ****

349 Orange Street

⑈ 544183 ⑆ 221373383 ⑆ 1690064780 ⑈

LIST OF DELINQUENT TAXES
FOR
CITY OF ALBANY, ALBANY COUNTY

PARCEL FORCLOSURE NO: 0001074
FORECLOSURE PROCEEDING INDEX NO: 5107-13
PARCEL LOCATION: 349 ORANGE ST, CITY OF ALBANY
PARCEL TAX MAP NUMBER: 06506400030320000000
PARCEL PROPERTY CLASS CODE: 210
OWNER LISTED ON DELINQUENT TAX BILL: GREEN ISLAND TABERNACLE.
REPUTED PARCEL OWNER(S): GREEN ISLAND TABERNACLE
AS OF 10/3/2013
MAILING ADDRESS: 353 ORANGE ST
ALBANY, NY 12206

DELINQUENT TAXES

<u>YEAR</u>	<u>TYPE OF TAX</u>	<u>AMOUNT DUE</u>
2012	PROPERTY	269.15



realRecord™

OWNERSHIP INFORMATION

GREEN ISLAND TABERNACLE
349 ORANGE ST
ALBANY NY 00000-0000

PARCEL NO: 65.64-3-32

Mail: 349 ORANGE ST
ALBANY NY 00000-0000

PHONE NUMBER:

COUNTY: ALBANY
PROPERTY CLASS: 311 - RESIDENTIAL VACANT LAND

CENSUS TRACT: 0008.00

SALE INFORMATION

Sale Date 10/22/2012

Price \$ 1,700 Deed Date 11/23/2012

Arms Length Y Libre 3050

Page 1006 # Total Parcels 1

Seller NEW COVENANT
CHRISTIAN

Buyer GREEN ISLAND
TABERNACLE

Personal Property 0

PRIOR SALES	PRICE	DATE	ARMS LENGTH	SELLER	BUYER
1	\$ 1,700	08/30/2003	N	COUNTY OF ALBANY	NEW COVENANT CHRISTIAN FELLOWSHIP
2	\$ 50,000	07/06/1990	Y	PECK & SWANIGAN RONALD & PAMEL	PECKJETT ADRIENNE D

STRUCTURAL INFORMATION**LOT INFORMATION****TAX INFORMATION**

Square Feet	1,710	Lot Size Dim.:	21.96x60.30	Tax ID#	65.64-3-32
Sqft. 1st Floor	855	Land SQFT	1,260	Assessed Value \$	1,500
Sqft. 2nd Floor	855	Lot Size Acres	0.03	Land Assesment \$	1,500
Fin. Basement Sqft.		Zoning	C1	School Tax \$	33
Year Built	1872	Nbhd Code	4020	County/Town Tax \$	5
Bldg Style	ROW	School District	010100 - ALBANY	City/Village Tax \$	16
# Units	1	Desirability	TYPICAL	Total Tax \$	54
# Stories	2.00	Water Front	N	Full Tax Value \$	1,370
# Baths	1 FULL, 1 HALF	Sewer	COMMERCIAL/PUBLIC	Equalization Rate	1.09
# Bedrooms	5	Water	COMMERCIAL/PUBLIC	Prior Tax ID#	1.-545
# Fireplaces		Utilities	GAS/ELECTRIC	Full Land Value \$	1,370
# Kitchens	1	Nbhd. Rating	AVERAGE	*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.	
Garage Type		Nbhd. Type	URBAN		
Garage Bays		# Res. Sites	1		
Cooling Detail	NONE	# Comm. Sites	0	Updated:10/06/2016 1:58 am	
Heat Type	HEAT: (HOT WATER/STEAM) FUEL: (GAS)	Swis Code	010100		
Exterior	COMPOSITION				
Condition	POOR				
Basement Type	FULL				

EXEMPTIONS:

NONPROF CORP - RELIG(CONST PROT)

IMPROVEMENTS:

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

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ALBANY COUNTY

NOV 18 2016

ATTORNEY'S OFFICE
COUNTY OF ALBANYSTATE OF NEW YORK
COUNTY COURT

5107-13 - 517, 1733 #2291 + 1074
 504 Third ST Rear Personal
 32 Leonard ST Service
 42 Sherman ST 9:58am

Verified Answer

Index No. 5107-13

By

THE COUNTY OF ALBANY, NEW YORK, Tax District.

against

The Parcels of Real Property included in the
 LIST OF DELINQUENT TAXES filed on October 8, 2013
 covering ALBANY, ALBANY County.

Green Island Tabernacle, with a principal place of business at 353 Orange Street, Albany, New York 12206, by and through its attorney, David R. Green, Esq. answers the Tax Enforcement Statement, Petition and Notice of Foreclosure as follows:

1. Green Island Tabernacle, is the legal owner of record regarding the parcels of real property that are described as follows:

Parcel Foreclosure No.: 5107-13-0000517

Owner of Record on Date of Filing List of Delinquent Taxes: GRANT JUSTIN

Owner of Record on Date of Search: GRANT JUSTIN

Parcel Location: 504 Rear Third Street, Albany

Parcel Tax Map No.: 06503900010620020000

Class Code: 311

Parcel Foreclosure No.: 5107-13-0002291

Owner of Record on Date of Filing List of Delinquent Taxes: GRANT JUSTIN

Owner of Record on Date of Search: GRANT JUSTIN

Parcel Location: 32 Leonard Street, Albany

Parcel Tax Map No.: 07607200040680000000

Class Code: 311

Parcel Foreclosure No.: 5107-13-0001433

Owner of Record on Date of Filing List of Delinquent Taxes: GRANT JUSTIN

Owner of Record on Date of Search: GRANT JUSTIN

Parcel Location: 42 Sherman Street, Albany

Parcel Tax Map No.: 06508000010220000000

Class Code: 438

Parcel Foreclosure No.: 5107-13-0001074

Owner of Record on Date of Filing List of Delinquent Taxes: GREEN ISLAND TABERNACLE

Owner of Record on Date of Search: GREEN ISLAND TABERNACLE

Parcel Location: 349 Orange Street, Albany

Parcel Tax Map No.: 06506400030320000000

Class Code: 210

2. The Defendant denies the allegations contained in the Petition and Notice of Foreclosure.
3. The amount of taxes claimed to be due are not accurate by reason of the assessment and/or taxes previously paid on this parcel.

Dated: November 18, 2016



DAVID R. GREEN, Esq.

To: Albany County Attorney
112 State Street, Room 600
Albany, NY 12207

CLIENT CERTIFICATION

I, Patricia Humes, authorized signatory and agent for Green Island Tabernacle, hereby certify, under penalty of perjury, that I have carefully read and reviewed the annexed Verified Answer and that all information contained in that document is true and accurate in all respects to the best of my knowledge and understanding.

I further certify, under penalty of perjury, that neither the attorney for the Defendant Corporation, nor anyone acting on the attorney's behalf, was the source of any of the information contained in the annexed document; that I provided all of the information contained in the annexed document to the attorney; and that I understand that the attorney, in executing the Attorney Certification required by 22 NYCRR. 202.16(e), is relying entirely upon the information provided by me and upon my certification that all such information is true and accurate.

I further certify that the annexed document includes all information which was provided to the attorney which is relevant to such document and that the attorney has not deleted, omitted or excluded any such information.

Dated: November 18, 2016


Patricia Humes

ATTORNEY CERTIFICATION

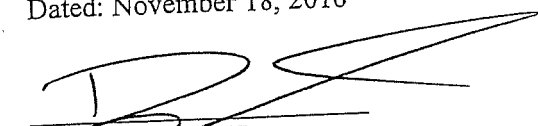
I, **DAVID R. GREEN, ESQ.**, hereby certify, under penalty of perjury, that I have no actual knowledge that the substance of any statements of fact contained in the annexed document are false.

This Certification is based solely and exclusively upon information provided by the client, and upon the client's certification to the undersigned attorney that such information is not false, and is not based upon any review, audit, examination, inquiry or investigation made by the undersigned attorney or by anyone acting on behalf of said attorney.

PLEASE TAKE NOTICE that this Certification is made by the attorney as an Officer of the Court and is directed solely and exclusively to the Court in accordance with 22 NYCRR 202.16(e) and is expressly not directed or extended to the opposing party herein.

PLEASE TAKE FURTHER NOTICE that the opposing party may not and should not rely upon this Attorney Certification in assessing the truth or validity of the information contained in the annexed document. The credibility of this submission is no greater than the credibility of the client represented by the undersigned attorney and the opposing party should give this documentation no greater credence merely because it bears this Attorney Certification.

Dated: November 18, 2016


David R. Green, Esq.

STATE OF NEW YORK**COUNTY COURT****COUNTY OF ALBANY**

In the Matter of the "In Rem" Delinquent Tax Lien Foreclosure
Proceeding brought pursuant to Article Eleven, Title 3 of the
Real Property Tax Law

**TAX ENFORCEMENT
STATEMENT**

By

THE COUNTY OF ALBANY, NEW YORK, Tax District.

Index No. 5107-13

against

The Parcels of Real Property included in the LIST OF
DELINQUENT TAXES filed on October 8, 2013 covering the
CITY OF ALBANY, Albany County.

IMPORTANT!!
PLEASE DO NOT
IGNORE!!

TO:

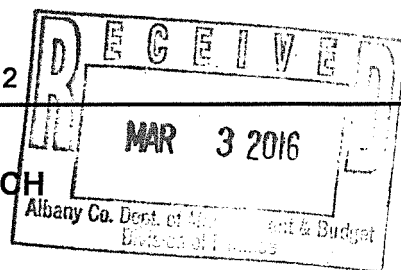
It appears that you may have an ownership, lien holder or other legal interest in the parcel of real property which is described at the bottom of this Statement.

The above-entitled proceeding has been commenced to foreclose upon this parcel due to the failure to pay real property taxes assessed and levied against it. Unless such taxes and other legal charges are paid in full or you interpose an answer in this proceeding on or before **November 18, 2016, that being THE LAST DAY FOR REDEMPTION**, you will lose your ownership, lien holder or other legal interest in this parcel and title to it will be transferred to the County of Albany by means of a Court judgment. You may wish to contact an attorney to protect your rights.

If you want to pay such taxes and legal charges, find out the amounts owed, require further information, or have any questions concerning this matter, please immediately contact the Albany County Division of Finance, Room 1340, 112 State Street, Albany, New York 12207, Telephone No. (518) 447-7082 for further information.

DATED: August 17, 2016**PROPERTY DESCRIPTION**Parcel Foreclosure No.: **5107-13-0001074**Owner of Record on Date of Filing List of Delinquent Taxes: **GREEN ISLAND TABERNACLE**Owner of Record on Date of Search: **GREEN ISLAND TABERNACLE**Parcel Location: **349 ORANGE ST ALBANY**Parcel Tax Map No.: **06506400030320000000**Class Code: **210****EXHIBIT "A"**

Licensed NYS Notary Public
Commissioned in Montgomery County
Registration No. 01AH6333063
Commission Expires: 11/16/2019



TAX LIEN FORECLOSURE SEARCH

TAX LIEN FORECLOSURE SEARCH ONLY!
LIMITED AND NOT UP-TO-DATE

Search Date 10/29/15

OHTA Number A15-0930

Municipality City of Albany

Index Number 5107-13

Foreclosure No. 0001074

Tax Map Number 65.64-3-32

Property Address 349 Orange Street, City of Albany, NY 12206

Date of Filing of List of Delinquent Taxes October 8, 2013

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

NOTE:

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. Green Island Tabernacle	349 Orange Street	Albany	NY 12206
----------------------------	-------------------	--------	----------

A-2. ADDITIONAL ADDRESSEES

2. Green Island Tabernacle	353 Orange Street	Albany	NY 12206
----------------------------	-------------------	--------	----------

Source Deed Book 3050 Page 1006

Deed R and R Green Island Tabernacle
353 Orange Street
Albany, NY 12206

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

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I *(continued)***LEASES (0)**

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (2)

1.	Department of Taxation and Finance	Bldg 9	W.A. Harriman Campus	Franchise Tax Dept.	Albany	NY 12227
2.	Albany Water Board		PO Box 1966		Albany	NY 12201- 1966
3.	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.

LIBER 3050 PAGE 1006



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

Return to:

GREEN ISLAND TABERNACLE
353 ORANGE ST
ALBANY NY 12206

Instrument: Deed

Document Number: 11280157 Book: 3050 Page: 1006

Grantor

NEW COVENANT CHRISTIAN FELLOWSHIP

Grantee

GREEN ISLAND TABERNACLE

Number of Pages: 3

Amount: \$1500.00

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 2155
.....\$6.00

Recorded Date/Time: 11/23/2012 at 11:14 AM

Receipt Number: 735243

Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Thomas G. Clingan, County Clerk

LIBER **3050** PAGE **1007**

28
Albany County Clerk
Deed Books (Record Room)
Book 3050 Page 1007

**QUITCLAIM DEED**

R+R :
Green Island Tabernacle
353 Orange Street
Albany, NY 12206

THIS INDENTURE, made the 22nd day of October, 2012,

between

NEW COVENANT CHRISTIAN FELLOWSHIP, having a place of worship or business at
359 Clinton Ave., Albany, New York 12206, party of the first part, and

GREEN ISLAND TABERNACLE, having a place of worship or business at 353 Orange
Street, Albany, New York 12206, party of the second part,

WITNESSETH, that the party of the first part, in consideration of one dollar and other
good and valuable consideration, lawful money of the United States, paid by the party of the
second part, do hereby remise, release, and quitclaim unto the party of the second part, its heirs
and assigns forever,

ALL THAT LOT, piece or parcel of land, situate, lying and being in the City and County
of Albany and State of New York more particularly bounded and described as follows:

BEGINNING at a point in the north line of Orange Street, distance 22.0 feet west
measure along said street line from its intersection with the west line of Northern Boulevard;

THENCE northerly with an interior angle of 90 degrees a distance of 40.1 feet to a point;

THENCE westerly and along the exterior of the rear wall and foundation of the building
situate thereon (as projected) 22.0 feet to a point, said point being the northwesterly corner of
said building;

THENCE southerly an along the exterior wall and foundation of said building, a distance
of 40.0 +/- feet to a point on the north line of Orange Street;

THENCE easterly and along said street line 21.85 feet to the point and place of
beginning.

Albany County Clerk
Document Number 11280157
Rcvd 11/23/2012 11:14:40 AM



LIBER 3050 PAGE 1008

BEING and hereby intending to convey the premises known as 349 Orange Street, Albany, NY, such premises being conveyed to the party of the first part by the County of Albany, NY by Quitclaim Deed dated August 29, 2003 and filed in the Albany County Clerk's Office on February 9, 2005 at Document Number 9418401.

BEING also the lands approved for sale to the party of the second part by an Order of the Supreme Court, Albany County, dated September 26, 2012 and enter in the Albany County Clerk's Office on October 1, 2012 at Document Number 11244265.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the authorized trustee of the party of the first part has hereunto set his/her hand and seal the day and year first above written.

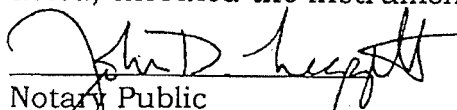
In presence of:


New Covenant Christian Fellowship
By: Donald W. Stuart, Trustee

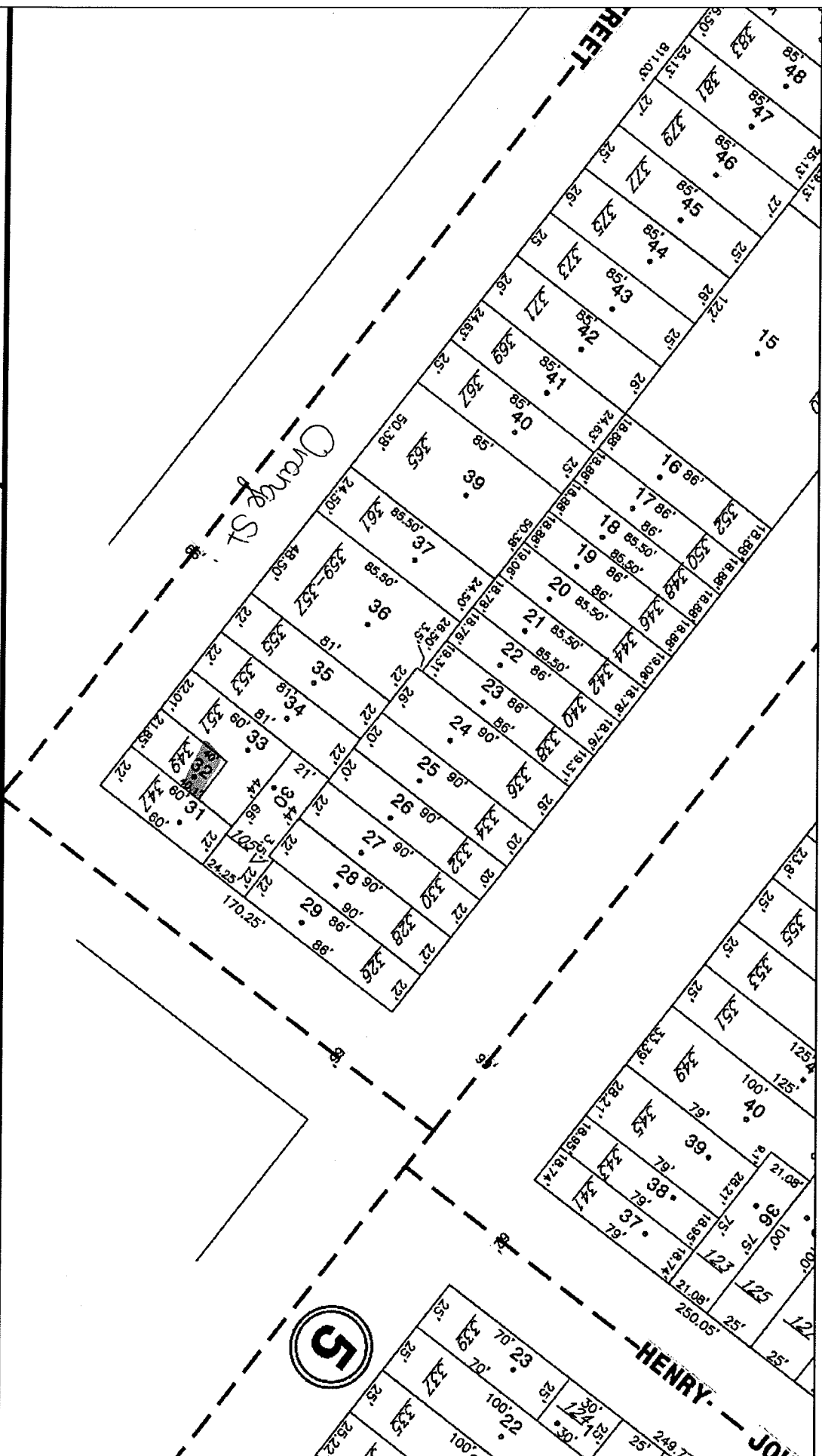
State of New York)
County of Albany) ss.:

On this 2nd day of October, Two Thousand and Twelve

Before me, the undersigned, a Notary Public in and for the State of New York, personally appeared, Donald W. Stuart personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JOHN D. LEGGETT
Notary Public, State of New York
No. 02LE6235279
Qualified in Saratoga County
Commission Expires Feb. 7, 2015



REVISION TABLE

DATE	MADE BY	CHANGES OR ADDITIONS

LEGEND

PROPERTY LINE	CITY LINE	TAX DISTRICT LINE	GREY LOT IN
ORIGINAL LOT LINE	VILLAGE LINE	FIRE DISTRICT LINE	CALCULATED AC
RAIL ROAD	TOWN LINE	DENOTES COMMON OWNER	DEED ACRES
STREAM OR DITCH	BLOCK UNIT	TAX MAP BLOCK NO.	SCALED DIMENSION
ROAD OR RAIL ROAD ENDT.	GREAT LOT LINE	TAX MAP PARCEL NO.	