

County of Albany

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



Meeting Agenda

Thursday, May 30, 2024

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
2. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES
3. LOCAL LAW NO. "F" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT
4. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING CHANGES TO ACCRUALS AND HEALTH COVERAGE
5. AMENDING RESOLUTION NO. 176 FOR 2022, AS AMENDED, REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET

CURRENT BUSINESS:

6. AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. REGARDING THE MUNIS FINANCIAL SYSTEM
7. AUTHORIZING A CORRECTION TO THE TAX ROLL FOR THE CITY OF ALBANY
8. AUTHORIZING PAYMENT IN LIEU OF TAXES AGREEMENTS WITH RIVER ROAD SOLAR A LLC AND RIVER ROAD SOLAR B LLC REGARDING REAL PROPERTY LOCATED AT RIVER ROAD (TAX MAP NO. 98.00-2-10.22) IN THE TOWN OF BETHLEHEM
9. AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY LOCATED IN THE CITY OF ALBANY
10. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2023 THROUGH MARCH 31, 2024
11. AMENDING THE 2024 ALBANY COUNTY BUDGET: ADMINISTRATIVE ADJUSTMENTS

County of Albany

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



Meeting Minutes

Thursday, April 25, 2024

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Frank J. Commisso, Gary W. Domalewicz, Raymond F. Joyce, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: Dustin M. Reidy and William M. Clay

1. APPROVING PREVIOUS MEETING MINUTES

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

2. AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ALBANY REGARDING THE CARES OF NY INC. HOUSING RESOURCES CONNECTION PROGRAM AND AMENDING THE 2024 ALBANY COUNTY BUDGET

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

3. AUTHORIZING AN AGREEMENT WITH UNITED WAY OF THE GREATER CAPITAL REGION REGARDING RELOCATION OF AN ADDICTION AND RECOVERY CENTER

This proposal was withdrawn at the request of the Sponsor.

CURRENT BUSINESS:

4. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES

This proposal was tabled at the request of the Sponsor.

5. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT

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

6. LOCAL LAW NO. "F" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT

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

7. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO EMPIRE STATE DEVELOPMENT REGARDING RESTORE NEW YORK COMMUNITIES INITIATIVE FUNDING

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

8. AMENDING RESOLUTION NO. 176 FOR 2022, AS AMENDED, REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET

This proposal was tabled at the request of the Committee.

9. AUTHORIZING CANCELLATION OF CERTAIN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 450 CENTRAL AVENUE IN THE CITY OF ALBANY AND CHARGE BACK OF THE AMOUNTS CREDITED IN CONNECTION WITH SAID CANCELLED LIENS

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

10. AUTHORIZING CANCELLATION OF CERTAIN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 76 OSBORNE STREET IN THE CITY OF ALBANY AND CHARGE BACK OF THE AMOUNTS CREDITED IN CONNECTION WITH SAID CANCELLED LIENS

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

11. AUTHORIZING CANCELLATION OF CERTAIN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 17 AND 17A CORPORATE WOODS BOULEVARD IN THE TOWN OF COLONIE AND CHARGE BACK OF THE AMOUNT CREDITED IN CONNECTION WITH SAID LIENS

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

12. DECLARING VARIOUS PARCELS OF REAL PROPERTY LOCATED IN THE TOWNS OF BERNE AND RENSSELAERVILLE NO LONGER NECESSARY FOR PUBLIC USE

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

13. SUPPLEMENTAL BOND RESOLUTION DATED MAY 13, 2024. A RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO. 161 OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MARCH 11, 2024, AUTHORIZING IMPROVEMENTS TO THE SHAKER PLACE GARAGE AND PARKING LOT EXTENSION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$9,295,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$4,647,500 OF SERIAL BONDS OF SAID COUNTY TO FINANCE A PORTION OF SAID APPROPRIATION

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

14. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE CR 157 WATERVLIET SHAKER ROAD PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,691,070, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,691,070 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

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

15. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE HVAC UPGRADES AT THE NORTH AND SOUTH PLANTS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

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

- 16. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE SLUDGE PROCESSING IMPROVEMENTS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$65,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$65,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

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

- 17. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE NORTH PLANT IMPROVEMENTS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$72,594,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$72,594,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

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

- 18. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE SOUTH PLANT TREATMENT PROCESS IMPROVEMENTS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$41,042,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$41,042,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

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

- 19. OMNIBUS SUPPLEMENTAL BOND RESOLUTION DATED MAY 13, 2024. A RESOLUTION AMENDING CERTAIN TERMS OF MULTIPLE BOND RESOLUTIONS OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED IN CALENDAR YEARS 2020 AND 2022 AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY FACILITIES**

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

- 20. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING CHANGES TO ACCRUALS AND HEALTH COVERAGE**

This proposal was tabled at the request of the Committee.

**21. ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR
2025-2029**

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

County of Albany

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



Meeting Minutes

Monday, April 29, 2024

5:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Dustin M. Reidy, Frank J. Commisso, Raymond F. Joyce, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: William M. Clay and Gary W. Domalewicz

1. AMENDING RESOLUTION NO. 176 FOR 2022, AS AMENDED, REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET

This proposal was tabled at the request of the Committee.

LOCAL LAW “A” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS FOR FACILITIES WITHIN ALBANY COUNTY WHERE THE LOCAL GOVERNMENTAL UNIT IDENTIFIED BY NEW YORK STATE IS THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

Introduced: 2/12/24

By Mclean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Article Creation.

Chapter 106, Article II, **Local Governmental Unit**, is hereby created.

Section 2. § 106-9 -- Legislative Purpose and Intent.

This legislation is to ensure that when an application is received by the Albany County Department of Mental Health where they are identified by New York State as the local governmental unit, before any decisions are made by County or State authorities, Albany County residents are offered the opportunity to be informed.

Section 3. § 106-10 - Notice of Receipt of Application to Involved Representatives.

A. Within 10 days of receipt of an application or notice of application from a New York State Agency where the Albany County Department of Mental Health is identified as the “local governmental unit” the Commissioner of the Department of Mental Health shall provide to the following representatives a copy of the application and/or notice of application from OASAS, and allow 30 days for those representatives to submit comment on the proposed facility:

- 1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and
- 2) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and
- 3) Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to

the application and/or notice of application along with all accompanying documents and information.

[C. No notice is required pursuant to this Local Law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.]

Section 4. § 106-11 - Notice of Public Meeting to Involved Representatives.

A. Within 5 days of the posting of a notice of a public meeting agenda of the Behavioral Health Services Advisory Council, the Albany County Community Services Board, and/or the Albany County Alcohol and Substance Abuse Subcommittee where an application to locate a facility to treat substance use disorders in the County of Albany is on the agenda, the Commissioner of the Department of Mental Health shall provide a copy of that notice to the following representatives:

- 1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and
- 2) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and
- 3) Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

[C. No notice is required pursuant to this Local Law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.]

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 6. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 7. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.

Referred to Law and Health Committees – 2/12/24

Favorable Recommendation Law Committee – 4/24/24

Favorable Recommendation Health Committee – 4/25/24

Favorable Recommendation Law Committee – 5/13/24

On long roll call vote the following members voted in favor: Beston, Burgdorf, Cleary, Collins, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lockart, Mauriello, McLaughlin, Pado, Perlee, Plotsky, Reidy, Ricard, Robinson, Rosano, Simpson, Smith, Ward and Whalen – 32

Those opposed – Lekakis and Miller – 2

Local Law was adopted – 5/13/24

LOCAL LAW NO. F FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE TO PROVIDE A REAL PROPERTY TAX EXEMPTION FOR LIVING QUARTERS FOR PARENT OR GRANDPARENT

Introduced: 4/8/24

By Cunningham:

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

SECTION I. Article Creation.

Chapter 270, Article XX, **Auxiliary Dwelling Unit Exemption**, is hereby created

SECTION II. § 270-166 Legislative Intent and Purpose.

a. The Albany County Legislature recognizes the role of the family in the care of the aging and the contribution to family life that can be made by encouraging the aging to share their decades of wisdom and experience with the youth of their families.

b. The Legislature finds and determines that it is desirous for parents and grandparents to age in place and remain in the care of their family.

c. The Legislature further finds and determines that it is the best social and economic interest of the County of Albany to encourage the care of the aging be provided within the family, where appropriate.

d. The Legislature further finds and determines that real property tax exemptions are an appropriate way to assist with the financial burden of caring for a parent or grandparent in the comfort of one's own home.

e. The purpose of this Local Law is to legislatively adopt the real property tax exemption provided for the living quarters of a parent or grandparent in accordance with Section 469 of the Real Property Tax Law to read as follows:

SECTION III. § 270-167 Definitions.

For the purposes of this Local Law, the term “parent or grandparent” shall be deemed to include the birth or adoptive grandparents and parents of the owner or the spouse of the owner.

SECTION IV. § 270-168 Real Property Tax Exemption.

The County of Albany does hereby provide for an exemption from taxation to the extent of any increase in assessed value of residential property resulting from the construction or reconstruction of such property for the purpose of providing living quarters for a parent or grandparent, who is sixty-two years of age or older.

SECTION V. § 270-169 Computation of Exemption.

Such exemption shall not exceed (a) the increase in assessed value resulting from construction or reconstruction of such property, or (b) twenty percent of the total assessed value of such property as improved, or (c) twenty percent of the median sale price of residential property as reported in the most recent sales statistical summary published by the New York State Commissioner of Taxation and Finance for the county in which the property is located, whichever is less.

Such exemption shall be applicable only to construction or reconstruction which occurred subsequent to January 1, 2023 and shall only apply during taxable years during which at least one such parent or grandparent maintains a primary place of residence in such living quarters.

SECTION VI. § 270-170 Conditions on Exemption.

No such exemption shall be granted unless:

- (1) The property is within the geographical area in which such construction or reconstruction is permitted; and
- (2) The residential property so constructed or reconstructed is the principal place of residence of the owner; and
- (3) The construction or reconstruction was certified as complete through the issuance of a certificate of occupancy or a certificate of completion by the municipal building department with responsibility for town or city in which the construction or reconstruction has occurred; and
- (4) The certificate of occupancy or certificate of completion was issued on or after January 1, 2023.

SECTION VII. § 270-171 Application for Exemption.

Such exemption from taxation shall be granted upon an application made annually, upon a form promulgated by the New York State Commissioner of Taxation and Finance, by the owner of such property to the assessor of the city, town, or village having the power to assess property for taxation on or before the appropriate taxable status date of such city, town or village. If the assessor is satisfied that the property is entitled to an exemption pursuant to real property tax law section 469, they shall approve the application and such residential improvements shall be exempt from taxation and special ad valorem levies as provided by this Local Law.

Any conviction of having made any willful false statement in the application for such exemption shall result in the revocation thereof, be punishable by a civil

penalty of not more than one hundred dollars and shall disqualify the applicant or applicants from further exemption for a period of five years.

SECTION VIII. § 270-172 Effective Date.

This Local Law shall take effect on January 1, 2025 and shall apply to taxable status dates occurring on or after such date.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF HUMAN RESOURCES
112 STATE STREET - SUITE 900
ALBANY, NEW YORK 12207
447-5510 - FAX (518) 447-5586
WWW.ALBANYCOUNTY.COM

JENNIFER S. CLEMENT
COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

TYRELL GLADDEN
DEPUTY COMMISSIONER

May 8, 2024

Honorable Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham,

Amended Request: I respectfully request to amend the previous request by removing the item pertaining to Comp Time. Thank you in advance for your consideration. I have made the same change to the backup detail.

In an ongoing effort to recruit and retain employees, I respectfully recommend the following amendments to the Rules and Regulations for Albany County Employees:

- 1) Provide Continuation of Coverage for Surviving Spouse and/or Dependents.
Albany County Rules and Regulations, Article IX Section B(3)(b), full time employees with an employment date after October of 1999, need a minimum of 30 years of service to obtain a limited continuation of Surviving Spousal and Dependent Coverage. I recommend removing this section in its entirety, reverting to 15 years of service, and modifying the years of continuation and contribution rates for active employee and retirees after 1/1/2024.
- 2) Rescind Resolution No 37 of 2013 Re: Liquidation of Vacation Accrual Upon Separation.
In 2013, Resolution No. 37 authorized an amendment to the Rules and Regulations for new Albany County employees regarding vacation accruals.
- 3) Add Paid Parenting Leave to Article VI of the Albany County Rules and Regulations for Employees.
Background: Employees currently utilize earned accruals to cover leaves of absence for birth, placement for adoption or foster care.
- 4) Amend Rules and Regulations Article VI (L), Donated Leave Program to Include Donations of Sick Accruals in Excess of 13 weeks.

Thank you in advance for your consideration. Please contact me with any questions or concerns you may have.

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



County of Albany

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

Legislation Text

File #: TMP-5240, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Amendment to Rules and Regulations for Albany County Employees

Date: 3/4/2024
Submitted By: Jennifer Clement
Department: Human Resources
Title: Commissioner
Phone: 518-447-5510
Department Rep.
Attending Meeting: Jennifer Clement

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: See Attached

- 1. Under Article IX of Albany County Rules and Regulations, Section B, 3. for full time employees with an employment date after October of 1999, employees would need a minimum of 30 years of service to obtain a limited Spousal/Dependent Coverage. The Department recommends removing this section in its entirety and reverting to the previous 15 years of service with an additional amendment to include modified contribution rates and continuous coverage regardless of years.**
- 2. Rescind Resolution No 37 of 2013 Re: Liquidation of Vacation Accrual Upon Separation**
- 3. Adding Paid Parenting Leave to Article VI of the Albany County Rules and Regulations for Employees**
Background: Employees currently utilize earned accruals to cover leaves of absence for birth, placement for adoption or foster care.
- 4. Amending Albany County Rules and Regulations for Employees, Article V (A) (2), granting Compensatory Time for all hours worked, greater than the standard work week for all FLSA Non-Covered**

Employees (Exempt)

- 5. Amending Rules and Regulations Article VI (L), Donated Leave Program to Include Donations of Sick Accruals in Excess of 13 weeks.**



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF HUMAN RESOURCES
112 STATE STREET - SUITE 900
ALBANY, NEW YORK 12207
447-5510 - FAX (518) 447-5586
WWW.ALBANYCOUNTY.COM

JENNIFER S. CLEMENT
COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

TYRELL GLADDEN
DEPUTY COMMISSIONER

Proposed amendments to the Albany County Rules and Regulations for Employees

1) Continuation of Coverage for Surviving Spouse and/or Dependents

Background: Under Albany County Rules and Regulations, Article IX Section B(3)(b), full time employees with an employment date after October of 1999, need a minimum of 30 years of service to obtain a limited continuation of Surviving Spousal and Dependent Coverage. I recommend removing this section in its entirety, reverting to 15 years of service, and modifying the years of continuation and contribution rates for active employee and retirees after 1/1/2024.

The proposed amendment is as follows:

Spousal/Dependent Coverage.

Spouses and eligible dependents of County retirees (employees) remain covered as long as the retiree maintains an active enrollment. At the time of death of a retired, or active, County employee, spouse and dependent coverage may be extended as follows:

Spouses and eligible dependents will be covered for a three (3) month period. At the end of three months spouses and eligible dependents have the option of electing COBRA benefits or as specified in b.

For all full-time employees or retirees with a minimum of fifteen (15) years of full-time equivalent County service coverage will be extended with a premium contribution as follows:

Years of Completed Full Time Equivalent County Service	Number of Years Eligible for Continuation of Health Insurance Benefits	Premium Contribution Rate
15 – or more	Continuous	Same Contribution Rate as Employee or Retiree

Estimated Cost: The cost of this proposal is already accounted for in the current projected retiree benefit costs. Surviving spousal coverage is already included in the maximum liability coverage under the Government Accountability Standards Board (GASB), when projecting the accrued liability of our retiree benefits and their existing contribution rates.

2) Rescind Resolution No 37 of 2013 Re: Liquidation of Vacation Accrual Upon Separation

Background: In 2013, Resolution No. 37 authorized an amendment to the Rules and Regulations for new Albany County employees regarding vacation accruals. The 2013 amendment reduced the number of vacation days that may be liquidated upon separation from County service for new employees hired on or after March 1, 2013. A maximum of thirty (30) days of unused vacation leave may be liquidated upon separation for hires after March 1, 2023. At the time of passage, there was an immediate need to reduce the accrued liability of unpaid accruals at the time of employee separated from service. Subsequently, the County

has established accrued liability lines and no longer needs to limit the benefit of accruing vacation time. Additionally, as a result of staffing shortages and in some cases there is an inability for employees to utilize accruals, it is prudent to increase the maximum amount eligible for payout upon separation from service.

By rescinding Resolution No 37 of 2013, Albany County shall revert to the existing terms Under Article VI (N) (5), Liquidation of Accruals Upon Separation. Unused vacation leave up to a maximum of sixty-five (65) days credit shall be liquidated in cash upon separation from County service. An employee who has completed less than six months of County service has not yet accrued any vacation leave, and will not have any vacation leave to liquidate at separation. A separating employee must liquidate unused vacation leave in cash as soon as possible following his or her last day worked. A separating employee shall not be allowed to remain on the payroll until his or her vacation credits are exhausted.

Estimated Cost: Vacation Accrual payouts of time is encompassed in each employee's personnel line, which is already accounted for in the existing budget. Many budgets already include an accrued liability line for the purposes of these payouts.

- 3) **Add Paid Parenting Leave to Article VI of the Albany County Rules and Regulations for Employees**
Background: Employees currently utilize earned accruals to cover leaves of absence for birth, placement for adoption or foster care. A twelve week absence for a full time 35 hour employee would involve the use of 420 hours of time. For most, this amount would have taken nearly two years to accumulate, and that is with very few absences in between and prior to the leave. The impact of this substantial accrual use also impacts the employee when they return to work following the absence. Since all accruals have been depleted, routine medical appointments, with are common with a child, are not able to be covered with paid accruals and can cause greater stress to the new family.

Under the Paid Parenting Leave an employee shall be granted a paid leave of absence for twenty (20) consecutive standard work days to care to the employee's child after birth, placement for adoption or foster care.

Eligibility for the Paid Parenting Leave expires at the end of the twelve month period beginning on the date of birth or placement.

Employees must be eligible for Family and Medical Leave Act (FMLA) under are Article VII of Albany County Rules and Regulations in order to qualify for Paid Parenting Leave.

Paid Parenting Leave shall run concurrent with the qualifying FMLA absence.

Twenty (20) consecutive Paid Parenting Leave days shall be utilized prior to the use of any other accruals or unpaid absences during the FMLA leave.

No portion of the Paid Parenting Leave is transferrable, cashable or eligible to be saved for the use at another time. In the event that both parents are Albany County employees, only one parent may qualify for the Paid Parenting Leave at any given time.

Estimate Cost: Paid Parenting Leave use is encompassed in each employee's budgeted personnel line, which is already accounted for in the existing budget. There is no liquidation of this leave upon separation. The cost/value of the Leave Day use is based on the cost/value of an eligible employee to be absent from work. However it is worthy to note that the absence is likely to have occurred regardless of the availability of the accrual, therefore the absence would have needed to have already been anticipated. It is possible that an employee would have returned, due to insufficient paid time available, but perhaps would now the absence will be extended by the twenty paid work days.

4) Amend Rules and Regulations Article VI (L), Donated Leave Program to Include Donations of Sick Accruals in Excess of 13 weeks.

- i) The existing Donated Leave Program allows employees to donate time to a coworker in need of absence due to personal illness or due to the need to provide care to an immediate family member, as defined under the Family Medical Leave Act (FMLA). The existing donated leave program under Article VI (L) only permits the donation of personal, vacation and comp time to transfer to the requesting employee's sick leave account. Donated sick time would operation in tandem with the existing Donated Leave program. Under this amendment, employees with Sick accruals in excess of 13 weeks may donate Sick Accrual Hours to other employees.

Estimated Cost: Sick time accrual use is encompassed in each employee's personnel line, which is already accounted for in the existing budget. The cost/value of the recipient of the donated time is also factored into that employee's compensation rate, which is also already budgeted.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

April 2, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Subject: Request Budget Modification of Resolution no. 176

Albany County's Department of Management & Budget is requesting to extend Albany County's contract with Capital Markets Advisors (CMA) for one additional year (4/15/24-4/14/25) to provide technical assistance to Albany County with administration and management of ARPA SLFRF funding. The amount of this contract is not to exceed \$90,000. The original contract was awarded to the highest scoring bidder (RFP 2022-029) and allows for a two-year extension, in two consecutive one-year intervals, of which we are requesting one year. There is no cost to Albany County, it's 100% federally funded.

The budget for the projects related to ARPA will not be affected by this modification.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-5307, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to extend Albany County's contract with Capital Market Advisors (CMA) for one additional year of ARPA services.

Date:	March 20, 2024
Submitted By:	Kate Pauly
Department:	Management & Budget
Title:	Grants Specialist
Phone:	518-447-7029
Department Rep.	
Attending Meeting:	David Reilly, Lucas Rogers, or Alex Araujo

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.: CM45001C 04089Z ARP24; CM95001C.44046ZARP24
Source of Funds: US Department of Treasury - ARPA
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):

Capital Markets Advisors, LLC (CMA)
1 Great Neck Ave
Great Neck, NY 11021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$90,000
Scope of Services: ARPA services including (1) Public Engagement; (2) Project Prioritization and Determination of Eligibility; (3) Plan Development; (4) Project Management and Compliance Support.

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: CM45001C 04089Z ARP24

Revenue Amount: \$90,000

Appropriation Account and Line: CM95001C.44046ZARP24

Appropriation Amount: \$90,000

Source of Funding - (Percentages)

Federal: 100%

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: US Department of Treasury

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

Click or tap here to enter text.

Term

Term: (Start and end date) 04/15/2024-04/14/2025

Length of Contract: one year

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Res. No. 176; 22-512

Date of Adoption: May 9, 2022; December 5, 2022

Justification: (state briefly why legislative action is requested)

Request to extend Albany County's contract with Capital Markets Advisors (CMA) for one additional year (4/15/24-4/14/25) to provide technical assistance to Albany County with administration and management of ARPA SLFRF funding. The amount of this contract is not to exceed \$90,000. The original contract was awarded to the highest scoring bidder (RFP 2022-029) and allows for a two-year extension, in two consecutive one-year intervals, of which we are requesting one year. There is no cost to Albany County, it's 100% federally funded.

APPROPRIATIONS											
USE WHOLE NUMBERS ONLY											
BUDGET LINE				DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME			
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION	CONTROL					
CM	95001C	44046Z	ARP24	000	000000		Fees for Services (CMA)	\$90,000			
TOTAL APPROPRIATIONS								\$90,000		\$0	
ESTIMATED REVENUES											
USE WHOLE NUMBERS ONLY											
BUDGET LINE				DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME			
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION	CONTROL					
CM	45001C	04089Z	ARP24	000	000000		Federal Aid (CMA)	\$90,000			
TOTAL REVENUES								\$0		\$90,000	
GRAND TOTAL								\$90,000		\$90,000	

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CAPITAL MARKETS ADVISORS, LLC
FOR ADVISORY SERVICES REGARDING AMERICA RESCUE PLAN ACT FUNDS

PURSUANT TO RES. NO. 176 FOR 2022, ADOPTED MAY 9, 2022

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Capital Markets Advisors, LLC, a New York limited liability company, with its principal place of business located at 11 Grace Avenue, Suite 308, Great Neck, New York 11021 (hereinafter, the "[C]onsultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has a need for America Rescue Plan Act (hereinafter, "ARPA") advisory services, including, but not limited to, Public Engagement, Project Prioritization and Determination of Eligibility, Plan Development, Project Management and Compliance Support; and

WHEREAS, the Albany County Purchasing Division has issued a request for proposals for the aforesaid ARPA advisory services, said request having been designated RFP # 2022-029, issued on February 24, 2022 and published on March 3, 2022 (hereinafter, the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on March 18, 2022 for the aforesaid ARPA advisory services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid ARPA advisory services; and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an agreement with the Consultant regarding the aforesaid ARPA advisory services via Resolution No. 176 for 2022, adopted May 9, 2022; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, incorporated by reference and made a part hereof; and the Proposal, the Scope of Work of which is attached hereto as Schedule A and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide the ARPA advisory services described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 and RFP-4. The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP.

2.2 In addition to the Project Scope of Services described in Paragraph 2.1, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00) as full compensation for all services rendered under this Agreement, and shall bill according to the hourly rates described in the Proposal.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Executive's Office. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on April 15, 2022 and shall continue in effect through April 14, 2024.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

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

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

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

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation,

reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

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

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule B of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.

25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.

26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

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

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

paragraphs.

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

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

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

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

CAPITAL MARKETS ADVISORS, LLC

DATED: _____

BY: Richard Tortora

Name

President

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 21st day of June, 2022, before me, the undersigned, personally appeared Richard Tortora, 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.

Linda Lorentz
Notary Public

Linda Lorentz
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LO6134119
Qualified in Erie County
Commission Expires September 26, 2025

**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 29, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting authorization to enter into an agreement with Tyler Technologies to make equal quarterly payments for our Munis Financial System annual maintenance, support and related services.

The payment amendment and 1st quarter invoice are attached.

If you should have any questions, please don't hesitate to contact me.

Sincerely,

David S. Berkun

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



County of Albany

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

Legislation Text

File #: TMP-5354, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into an agreement with Tyler Technologies to pay Annual Fees on a quarterly basis.

Date: 04/29/2024
Submitted By: Sue Gross
Department: Division of Information Services
Title: Implementation Specialist
Phone: 518-447-5612
Department Rep.
Attending Meeting: Sue Gross

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):

Tyler Technologies, Inc.
PO Box 203556
Dallas, TX 75320-3556

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Equal Quarterly Payments of \$100,019.95 for Munis Support - 1/1/24 - 12/31/24

Scope of Services: Amending the payment agreement with Tyler Technologies to make equal quarterly payments for the support term. This agreement will be in placing moving forward unless another amendment is signed.

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: A91680.44021

Appropriation Amount: \$400,077.80

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

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) 1/1/2024 - 12/31/24

Length of Contract: 12 months

Impact on Pending Litigation Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

In 2023, due to some support issues, it was decided that the County wanted to amend the payment agreement with Tyler Technologies and pay Tyler Technologies equal quarterly payments as opposed to one large payment at the beginning of each year. The payment amendment is fully executed and attached as well as the 1st quarter 2024 invoice.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Albany County, New York ("Client").

WHEREAS, Tyler and the Client are parties to an agreement ("Agreement") under which Tyler provides annual maintenance, support, and related services to Client; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of January 26, 2023, Client will pay annual fees due under the Agreement on a quarterly basis, in advance. Accordingly, upon the Amendment Effective Date, Tyler will void Invoice #045-399414 (dated 12/1/22) and reissue invoices for annual fees going forward in accordance with the changes made pursuant to this Amendment.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Albany County, New York

By: _____

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: 1/2/24

By: _____

Name: Daniel C. Lynch

Title: Deputy County Executive

Date: 12/21/2023



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-457855	02/27/2024	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: ALBANY COUNTY
ATTN: SUE GROSS
112 STATE ST RM 500
ALBANY, NY 12207

Ship To: ALBANY COUNTY
ATTN: SUE GROSS
112 STATE ST RM 500
ALBANY, NY 12207

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1007 - MAIN - MAIN	205587		USD	NET30	03/28/2024

Date	Description	Units	Rate	Extended Price
Contract No.: ALBANY COUNTY				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	7,623.14	7,623.14
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Accounting/GL/BG/AP	1	20,261.46	20,261.46
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Accounts Receivable	1	4,648.10	4,648.10
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	BMI Asset Track Interface	1	436.89	436.89
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Fixed Assets	1	5,085.34	5,085.34
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	General Billing	1	2,185.14	2,185.14
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	HR Management	1	1,823.29	1,823.29
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Inventory	1	5,085.34	5,085.34
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Crystal Reports	1	4,248.62	4,248.62
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Munis Office	1	3,496.15	3,496.15
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Tax Delinquent Process - NY	1	5,517.87	5,517.87
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Tax Billing	1	20,261.46	20,261.46
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Payroll w/ESS	1	3,479.81	3,479.81
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Project & Grant Accounting	1	3,178.39	3,178.39
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Purchase Orders	1	5,244.04	5,244.04
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Requisitions	1	3,670.83	3,670.83
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Timekeep Interface	1	874.13	874.13
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	Tyler Forms Processing	1	1,324.45	1,324.45
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-457855	02/27/2024	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: ALBANY COUNTY
ATTN: SUE GROSS
112 STATE ST RM 500
ALBANY, NY 12207

Ship To: ALBANY COUNTY
ATTN: SUE GROSS
112 STATE ST RM 500
ALBANY, NY 12207

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1007 - MAIN - MAIN	205587		USD	NET30	03/28/2024

Date	Description	Units	Rate	Extended Price
	GUI SUPPORT	5	15.00	75.00
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			
	GUI SUPPORT	100	15.00	1,500.00
	Cycle: Start: 26/Jan/2024, End: 25/Apr/2024			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 100,019.45

Sales Tax \$0.00

Invoice Total 100,019.45



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

April 3, 2024

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: RP-554 Application for Corrected Tax Roll
Packard Apartments LLC
260 Washington Ave, City of Albany, Tax ID #65.80-2-29

Dear Chairperson Cunningham,

The City of Albany, Mr. Trey Kingston, has submitted an Application for Corrected Tax Roll on behalf of Packard Apartments LLC, owner of 260 Washington Ave, City of Albany NY, Tax ID # 65.80-2-29.

A Clerical Error as defined by RPTL §550 (2) (b), has occurred. There was a mathematical error in the calculation of a partial tax exemption granted to 260 Washington Ave. The property is eligible for mixed used exemption granted under RPTL 485a. The exemption amount applied to the 2024 City of Albany tax bill was incorrectly calculated to be \$300,600. The correct exemption amount is \$901,800.

Real Property Tax Law §554 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the issuance of a corrected bill in the amount of \$20,098.22.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

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



County of Albany

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

Legislation Text

File #: TMP-5381, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

AUTHORIZATION TO CORRECT ERRONEOUS TAX BILL FOR 260 WASHINGTON AVENUE, CITY OF ALBANY, TAX MAP IDENTIFICATION NUMBER 65.80-2-29

Date: 4/3/2024
Submitted By: Michael McGuire
Department: Real Property
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

Purpose of Request:

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

Requesting authorization to correct erroneous tax bill for 260

Washington Ave, City of Albany

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)

The City of Albany, Mr. Trey Kingston, has submitted an Application for Corrected Tax Roll on behalf of Packard Apartments LLC, owner of 260 Washington Ave, City of Albany NY, Tax ID # 65.80-2-29.

A Clerical Error as defined by RPTL §550 (2) (b), has occurred. There was a mathematical error in the calculation of a partial tax exemption granted to 260 Washington Ave. The property is eligible for mixed used exemption granted under RPTL 485a. The exemption amount applied to the 2024 City of Albany tax bill was incorrectly calculated to be \$300,600. The correct exemption amount is \$901,800.

Real Property Tax Law §554 allows for the correction of Clerical Errors made on the assessment and tax roll. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the issuance of a corrected bill in the amount of \$20,098.22.

Albany County Real Property Tax Service Agency
Tax Bill Correction Worksheet

Date: 4/3/2024
Municipality: City of Albany
Property Address: 260 Washington Ave
Tax ID Number: 65.80-2-29
Tax(s) to be corrected: 2024 Property Tax

Original Bill

Levy Description	Taxable Value	Rate	Tax Amount
County Tax	1,803,000	4.080263	\$ 7,356.71
City Tax	1,502,400	14.138373	\$ 21,241.49
Total Tax Due			\$ 28,598.21

Correct Bill

Levy Description	Taxable Value	Rate	Tax Amount
County Tax	1,803,000	4.080263	\$ 7,356.71
City Tax	901,200	14.138373	\$ 12,741.50
Total Tax Due			\$ 20,098.22

Correction

Original Amount Due	\$ 28,598.21
Correct Amount Due	\$ 20,098.22



CITY OF ALBANY
DEPARTMENT OF ASSESSMENT
24 EAGLE STREET-ROOM 302
ALBANY, NEW YORK 12207
TELEPHONE (518) 434-5155

KATHY SHEEHAN
MAYOR

TREY KINGSTON
CITY ASSESSOR

April 3, 2024

Andrew Corcione
21 Lodge Street
Albany, New York 12207

Re: 260 Washington Ave

The property located 260 Washington Ave in the city of Albany received the mixed use exemption under RPTL 485A in 2014. The exemption amount was miscalculated because at the time of the exemption being granted the initial year was entered incorrectly. As a result the exemption amount of \$300,600 was on the 2023 assessment roll and use for 2024 city taxes but should have been \$901,800. Therefore an additional \$601,200 should have been exempt.

This exemption only applies to taxes for this property. Therefore the city taxes should be reduced by \$8499.99 to an amount of \$12,741.

Sincerely,

A handwritten signature in black ink, appearing to read 'Trey Kingston'.

Trey Kingston, Esq.
Assessor, City of Albany



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Packard Apartments LLC		
Mailing address of owners (number and street or PO box) 42 Sunset Ave		Location of property (street address) 260 Washington Ave
City, village, or post office Kinderhook	State NY	ZIP code 12106
City, town, or village Albany		State NY
Daytime contact number		ZIP code 12206
Evening contact number		Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 65-80-2-29
Account number (as appears on tax bill)		Amount of taxes currently billed 30,028.11
Reasons for requesting a correction to tax roll: See cover letter		

I hereby request a correction of tax levied by City of Albany for the year(s) 2024.
(County, city, village, etc.)

Signature of applicant TB 182	Date 4/13/2024
---	--------------------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 4/13/2024	Period of warrant for collection of taxes 1/1/2024
Last day for collection of taxes without interest 2/31/2024	Recommendation Approve application ☒ Deny application ☐
Signature of official [Signature]	Date 4/13/2024

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☒ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed 28,598.20	Corrected tax 20,098.22
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____

Signature of chief executive officer, or official designated by resolution	Date
--	------

Instructions

General information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

When to send

Submit the application only **before** the collection warrant expires.

Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

Payment requirements

You may pay without interest and penalties **only** if:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); **and**
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

For use by Collecting Officer:

Order from tax levying body received on _____
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------



CITY OF ALBANY - 2024 PROPERTY TAXES

FISCAL YEAR: 1/1/2024 to 12/31/2024	WARRANT: 12/30/2023	ESTIMATED COUNTY STATE AID: \$111,509,350
-------------------------------------	---------------------	--

BANK	BILL	TAX MAP NUMBER
	264335	65.80-2-29

MAKE CHECKS PAYABLE TO:
CITY OF ALBANY

TO PAY IN PERSON:
City Hall Room 110
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY INFORMATION:

ACCOUNT #: 06678
DIMENSION: 66.31 X 145.45
ROLL: 1
LOCATION: 260 Washington Ave
SCHOOL: 010100

PROPERTY OWNER:
Packard Apartments, LLC
42 Sunset Ave
Kinderhook, NY 12106

FULL MARKET VALUE:	2,545,532		
UNIFORM % OF VALUE:	70.83%		
TOTAL ASSESSMENT:	1,803,000		
TAXABLE VALUE:	1,502,400		
EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE
Mix-use Pr	300,600	424,396	CITY/SCHOOL

PROPERTY TAX PAYERS BILL OF RIGHT

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
County Tax	20,149,052	2.6%	1,803,000	4.080263	7,356.71
City Tax	61,747,000	1.6%	4,502,400	14.138373	24,244.49

TOTAL BASE TAXES DUE: ~~\$28,598.20~~

Date Paid	Amount Paid
-----------	-------------

	Tax Amount	Interest	Total Due
Pay By 4/30/2024	\$28,598.20	\$1,429.91	\$30,028.11

TOTAL TAX DUE: 30028.11



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

April 30, 2024

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Request for authorization to enter into two Payment in Lieu of Taxes (PILOT) agreements with River Road Solar A LLC and River Road Solar B LLC

Dear Chairperson Cunningham,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with River Road Solar A LLC and River Road Solar B LLC. The owner is proposing to develop two (2) 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem at River Road (Tax Map #98.00-2-10.22).

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

The developer proposed an annual PILOT payment of \$900 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$4,500.00 per project, or \$9,000 a year for both solar arrays. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2025.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-5457, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

AUTHORIZATION TO ENTER INTO A PILOT AGREEMENT WITH RIVER ROAD SOLAR A LLC
AND RIVER ROAD SOLAR B LLC

Date: 04/30/2024
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

River Road Solar A LLC
101 Summer St, 2nd Flr
Boston, MA 02110

River Road Solar B LLC
101 Summer St, 2nd Flr
Boston, MA 02110

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: Albany County Legislature Resolution 21-192

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

County Budget Accounts:

Revenue Account and Line: A1310 01081 - Other Payments-Lieu of Taxes
Revenue Amount: \$9,000 / year with annual 2% escalator for 15 years

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) 01/01/2025-12/31/2030
Length of Contract: 15 years

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with River Road Solar A LLC and River Road Solar B LLC. The owner is proposing to develop two (2) 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem at River Road (Tax Map #98.00-2-10.22).

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

The developer proposed an annual PILOT payment of \$900 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$4,500.00 per project, or \$9,000 a year for both solar arrays. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2025.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF BETHLEHEM ASSESSOR

and

RIVER ROAD SOLAR A LLC

Dated as of _____, 2024

RELATING TO THE PREMISES LOCATED ON RIVER ROAD
(TAX MAP 98.00-2-10.22) IN THE TOWN OF BETHLEHEM,
ALBANY COUNTY, NEW YORK.

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

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 (“Agreement”), effective as of the ___ day of _____, 2024 (“Effective Date”), is by and between River Road Solar A LLC, a limited liability company authorized to do business in the State of New York, with a principal place of business located at 101 Summer Street, 2nd Floor, Boston, MA 02110 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF BETHLEHEM ASSESSOR, Town Hall, Rm. 114, 445 Delaware Avenue, Delmar, NY 12054 (“Assessor”).

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

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

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

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

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

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department of the municipality in which the Project is located.

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

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

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

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

Owner – shall mean the owner of the Project.

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

Property – shall mean the description of land as described in Exhibit A upon on which the Project will be constructed.

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

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

Taxing Jurisdiction – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town of BETHLEHEM, Albany County at 285 River Road, Glenmont, NY, 12077 and identified as Town of BETHLEHEM SBL #98.00-2-10.22, as described in Exhibit A (“Property”); and

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

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

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

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

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

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

1.0 Representations of the Parties.

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

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

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

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

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

1.2 The Taxing Jurisdiction hereby respectively represent, warrant, and covenant that, as of the date of this Agreement:

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

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

3. [Intentionally omitted].

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

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

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

2.3 Payments. The first Annual Payment shall be in the amount of Nine Hundred and 00/100 Dollars] (\$900.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner to the Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

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

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

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

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the “Completion Date”), the Capacity of the Project is increased as a result of the

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

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

4.0 Payment Collection.

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

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

4.3 In the event of the failure by the Owner to make the required Annual Payment, the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdiction shall have the right to pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

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

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services

provided by the Taxing Jurisdiction to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

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

5.4 Separate Lots. [Intentionally omitted].

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

7.0 Assignments, Binding Effect.

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

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

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

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

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

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

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

If to Owner:

Nexamp Capital
Maybrook Solar 1 LLC
101 Summer Street, 2nd Floor,
Boston, MA 02110

With a copy to:

Carson Power LLC
c/o Legal Department
110 William Street, Floor 24
New York, NY 10038

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

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

If to the Assessor:

Town of Bethlehem Assessor
Town Hall, Room 114
445 Delaware Ave.
Delmar, NY 12054

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

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

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

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

13.0 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on ten (10) days written Notice of Termination to Owner if:

13.1 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within fifteen (15) days of the Annual Payment Date; or

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

13.3 Upon the Taxing Jurisdiction delivery of a Notice of Termination and the Owner’s failure to cure any default within ten (10) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdiction have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdiction may pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute to collect the total amount due. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

14.0 Remedies; Waiver and Notice.

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

RIVER ROAD SOLAR A LLC

By: _____

Name:

Title:

Date:

COUNTY OF ALBANY, NEW YORK

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF BETHLEHEM ASSESSOR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DESCRIPTION OF LAND

Parcel I

All that certain plot, piece or parcel of land, lying and being situate in the Town of Bethlehem, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point located in the westerly road boundary of River Road (NYS Rt. 144), said point being in the northerly bounds of lands now or formerly of Air Products and Chemicals, Inc. (Bk.2089 Pg.538); thence along said northerly boundary, South 67°-52'-32" West, 284.48 feet to a point in the easterly bounds of lands now or formerly of Consolidated Rail Corporation (Bk.2456 Pg.655); thence along said easterly bounds the following two (2) courses and distances:

1. Along a curve to the left, having a radius of 5821.44 feet, a length of 1787.99 feet, and a delta of 17°-35'-52" to a point;
thence
2. North 02°-08'-01" West, 949.10 feet to a point in the westerly road boundary of River Road;
thence along said westerly road boundary the following five (5) courses:
 1. South 19°-22'-57" East, 251.09 feet to a point; thence
 2. South 13°-01'-57" East, 363.55 feet to a point; thence
 3. South 03°-24'-51" West, 685.52 feet to a point; thence
 4. South 04°-49'-19" West, 800.44 feet to a point; thence
 5. South 05°-09'-57" East, 541.03 feet to the Point or Place of Beginning.

Parcel II

All that certain plot, piece or parcel of land, lying and being situate in the Town of Bethlehem, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point located in the southerly road boundary of Anders Lane at its intersection with the westerly road boundary of River Road (NYS Rt. 144); thence along said westerly road boundary the following five (5) courses and distances;

3. South 10°-27'-37" East, 222.72 feet to a point; thence
4. South 12°-56'-20" East, 185.30 feet to a point; thence
5. South 22°-45'-20" East, 188.33 feet to a point; thence
6. South 21°-41'-20" East, 354.89 feet to a point; thence
7. South 65°-15'-20" East, 147.38 feet to a point on the division line between lands now or formerly of Beacon Heights, LLC (Bk.2688 Pg.1025) on the west and lands now or formerly of Consolidated Rail Corporation (Bk.2456 Pg.655) on the

east; thence along said division line the following two (2) courses and distances;

1. South 02°-08'-01" East, 1005.58 feet to a point of curvature; thence

2. Along said curve to the right having a central angle of 18°-21'-22", a radius of 5,722.44 feet, an arc distance of 1833.33

feet, and whose chord bears South 06°-35'-42" West, 1825.50 feet to a point at its intersection with the division line

between lands now or formerly of said Beacon Heights, LLC on the north and lands now or formerly of James H. Maloy,

Inc. on the south; thence along said division line South 67°-52'-32" West, a distance of 752.08 feet to a point at its

intersection with the division line between lands now or formerly of said Beacon Heights, LLC on the east and lands now or

formerly of Nils and Anne Lise Aanonsen (Bk.2023 Pg.295) on the west; thence along said division line, and continuing

along the division line between lands now or formerly of said Beacon Heights, LLC on the east and lands now or formerly

of Niagara Mohawk Power Corp and lands now or formerly of J. Glenn and Florence S. Prescott (Bk.1590 Pg.525) on the

west North 05°-48'-00" West a distance of 3400.77 feet to a point on the southerly road boundary of Feura-Bush Glenmont

Road (Co. Rd. No. 367); thence along said southerly road boundary the following ten (10) courses and distances;

1. North 31°-17'-06" East, 42.89 feet to a point; thence

2. North 25°-28'-35" East, 59.47 feet to a point; thence

3. North 23°-00'-28" East, 175.72 feet to a point; thence

4. North 26°-55'-08" East, 51.87 feet to a point; thence

5. North 36°-04'-37" East, 47.22 feet to a point; thence

6. North 47°-25'-55" East, 52.19 feet to a point; thence

7. North 56°-36'-23" East, 54.91 feet to a point; thence

8. North 59°-36'-51" East, 53.61 feet to a point; thence

9. North 56°-01'-02" East, 50.54 feet to a point; thence

10. North 47°-30'-28" East, 29.59 feet to a point on the aforementioned southerly road boundary of Anders Lane thence

along said southerly road boundary the following fifteen (15) courses and distances;

1. South 54°-15'-49" East, 21.91 feet to a point; thence

2. South 63°-39'-49" East, 50.84 feet to a point; thence

3. South 86°-41'-21" East, 47.32 feet to a point; thence

4. North 72°-46'-14" East, 49.05 feet to a point; thence

5. North 62°-37'-46" East, 48.44 feet to a point; thence

6. North 53°-53'-58" East, 52.09 feet to a point; thence

7. North 38°-13'-47" East, 40.67 feet to a point; thence

8. North 18°-49'-46" East, 41.75 feet to a point; thence

9. North 11°-24'-27" East, 36.18 feet to a point; thence

10. North 21°-29'-13" East, 24.68 feet to a point; thence

11. North 40°-48'-04" East, 22.16 feet to a point; thence

12. North 60°-00'-22" East, 22.75 feet to a point; thence

- 13. North $73^{\circ}-19'-03''$ East, 29.20 feet to a point; thence
- 14. North $82^{\circ}-26'-22''$ East, 36.68 feet to a point; thence
- 15. North $81^{\circ}-59'-10''$ East, 35.16 feet to the Point or Place of Beginning.

EXHIBIT B
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$ 4,500.00
Year 2	\$ 4,590.00
Year 3	\$ 4,681.80
Year 4	\$ 4,775.44
Year 5	\$ 4,870.94
Year 6	\$ 4,968.36
Year 7	\$ 5,067.73
Year 8	\$ 5,169.09
Year 9	\$ 5,272.47
Year 10	\$ 5,377.92
Year 11	\$ 5,485.47
Year 12	\$ 5,595.18
Year 13	\$ 5,707.09
Year 14	\$ 5,821.23
Year 15	\$ 5,937.65

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF BETHLEHEM ASSESSOR

and

RIVER ROAD SOLAR B LLC

Dated as of _____, 2024

RELATING TO THE PREMISES LOCATED ON RIVER ROAD
(TAX MAP 98.00-2-10.22) IN THE TOWN OF BETHLEHEM,
ALBANY COUNTY, NEW YORK.

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

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 (“Agreement”), effective as of the ___ day of _____, 2024 (“Effective Date”), is by and between River Road Solar B LLC, a limited liability company authorized to do business in the State of New York, with a principal place of business located at 101 Summer Street, 2nd Floor, Boston, MA 02110 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF BETHLEHEM ASSESSOR, Town Hall, Rm. 114, 445 Delaware Avenue, Delmar, NY 12054 (“Assessor”).

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

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

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

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

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

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department of the municipality in which the Project is located.

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

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

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

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

Owner – shall mean the owner of the Project.

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

Property – shall mean the description of land as described in Exhibit A upon on which the Project will be constructed.

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

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

Taxing Jurisdiction – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town of BETHLEHEM, Albany County at 285 River Road, Glenmont, NY, 12077 and identified as Town of BETHLEHEM SBL #98.00-2-10.22, as described in Exhibit A (“Property”); and

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

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

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

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

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

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

1.0 Representations of the Parties.

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

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

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

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

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

1.2 The Taxing Jurisdiction hereby respectively represent, warrant, and covenant that, as of the date of this Agreement:

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

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

3. [Intentionally omitted].

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

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

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

2.3 Payments. The first Annual Payment shall be in the amount of Nine Hundred and 00/100 Dollars] (\$900.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner to the Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

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

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

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

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the “Completion Date”), the Capacity of the Project is increased as a result of the

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

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

4.0 Payment Collection.

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

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

4.3 In the event of the failure by the Owner to make the required Annual Payment, the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdiction shall have the right to pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

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

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services

provided by the Taxing Jurisdiction to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

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

5.4 Separate Lots. [Intentionally omitted].

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

7.0 Assignments, Binding Effect.

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

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

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

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

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

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

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

If to Owner:

Nexamp Capital
Maybrook Solar 1 LLC
101 Summer Street, 2nd Floor,
Boston, MA 02110

With a copy to:

Carson Power LLC
c/o Legal Department
110 William Street, Floor 24
New York, NY 10038

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

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

If to the Assessor:

Town of Bethlehem Assessor
Town Hall, Room 114
445 Delaware Ave.
Delmar, NY 12054

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

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

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

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

13.0 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on ten (10) days written Notice of Termination to Owner if:

13.1 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within fifteen (15) days of the Annual Payment Date; or

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

13.3 Upon the Taxing Jurisdiction delivery of a Notice of Termination and the Owner’s failure to cure any default within ten (10) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdiction have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdiction may pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute to collect the total amount due. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

14.0 Remedies; Waiver and Notice.

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

RIVER ROAD SOLAR B LLC

By: _____

Name:

Title:

Date:

COUNTY OF ALBANY, NEW YORK

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF BETHLEHEM ASSESSOR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DESCRIPTION OF LAND

Parcel I

All that certain plot, piece or parcel of land, lying and being situate in the Town of Bethlehem, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point located in the westerly road boundary of River Road (NYS Rt. 144), said point being in the northerly bounds of lands now or formerly of Air Products and Chemicals, Inc. (Bk.2089 Pg.538); thence along said northerly boundary, South 67°-52'-32" West, 284.48 feet to a point in the easterly bounds of lands now or formerly of Consolidated Rail Corporation (Bk.2456 Pg.655); thence along said easterly bounds the following two (2) courses and distances:

1. Along a curve to the left, having a radius of 5821.44 feet, a length of 1787.99 feet, and a delta of 17°-35'-52" to a point;
thence
2. North 02°-08'-01" West, 949.10 feet to a point in the westerly road boundary of River Road;
thence along said westerly road boundary the following five (5) courses:
 1. South 19°-22'-57" East, 251.09 feet to a point; thence
 2. South 13°-01'-57" East, 363.55 feet to a point; thence
 3. South 03°-24'-51" West, 685.52 feet to a point; thence
 4. South 04°-49'-19" West, 800.44 feet to a point; thence
 5. South 05°-09'-57" East, 541.03 feet to the Point or Place of Beginning.

Parcel II

All that certain plot, piece or parcel of land, lying and being situate in the Town of Bethlehem, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point located in the southerly road boundary of Anders Lane at its intersection with the westerly road boundary of River Road (NYS Rt. 144); thence along said westerly road boundary the following five (5) courses and distances;

3. South 10°-27'-37" East, 222.72 feet to a point; thence
4. South 12°-56'-20" East, 185.30 feet to a point; thence
5. South 22°-45'-20" East, 188.33 feet to a point; thence
6. South 21°-41'-20" East, 354.89 feet to a point; thence
7. South 65°-15'-20" East, 147.38 feet to a point on the division line between lands now or formerly of Beacon Heights, LLC (Bk.2688 Pg.1025) on the west and lands now or formerly of Consolidated Rail Corporation (Bk.2456 Pg.655) on the

east; thence along said division line the following two (2) courses and distances;

1. South 02°-08'-01" East, 1005.58 feet to a point of curvature; thence

2. Along said curve to the right having a central angle of 18°-21'-22", a radius of 5,722.44 feet, an arc distance of 1833.33

feet, and whose chord bears South 06°-35'-42" West, 1825.50 feet to a point at its intersection with the division line

between lands now or formerly of said Beacon Heights, LLC on the north and lands now or formerly of James H. Maloy,

Inc. on the south; thence along said division line South 67°-52'-32" West, a distance of 752.08 feet to a point at its

intersection with the division line between lands now or formerly of said Beacon Heights, LLC on the east and lands now or

formerly of Nils and Anne Lise Aanonsen (Bk.2023 Pg.295) on the west; thence along said division line, and continuing

along the division line between lands now or formerly of said Beacon Heights, LLC on the east and lands now or formerly

of Niagara Mohawk Power Corp and lands now or formerly of J. Glenn and Florence S. Prescott (Bk.1590 Pg.525) on the

west North 05°-48'-00" West a distance of 3400.77 feet to a point on the southerly road boundary of Feura-Bush Glenmont

Road (Co. Rd. No. 367); thence along said southerly road boundary the following ten (10) courses and distances;

1. North 31°-17'-06" East, 42.89 feet to a point; thence

2. North 25°-28'-35" East, 59.47 feet to a point; thence

3. North 23°-00'-28" East, 175.72 feet to a point; thence

4. North 26°-55'-08" East, 51.87 feet to a point; thence

5. North 36°-04'-37" East, 47.22 feet to a point; thence

6. North 47°-25'-55" East, 52.19 feet to a point; thence

7. North 56°-36'-23" East, 54.91 feet to a point; thence

8. North 59°-36'-51" East, 53.61 feet to a point; thence

9. North 56°-01'-02" East, 50.54 feet to a point; thence

10. North 47°-30'-28" East, 29.59 feet to a point on the aforementioned southerly road boundary of Anders Lane thence

along said southerly road boundary the following fifteen (15) courses and distances;

1. South 54°-15'-49" East, 21.91 feet to a point; thence

2. South 63°-39'-49" East, 50.84 feet to a point; thence

3. South 86°-41'-21" East, 47.32 feet to a point; thence

4. North 72°-46'-14" East, 49.05 feet to a point; thence

5. North 62°-37'-46" East, 48.44 feet to a point; thence

6. North 53°-53'-58" East, 52.09 feet to a point; thence

7. North 38°-13'-47" East, 40.67 feet to a point; thence

8. North 18°-49'-46" East, 41.75 feet to a point; thence

9. North 11°-24'-27" East, 36.18 feet to a point; thence

10. North 21°-29'-13" East, 24.68 feet to a point; thence

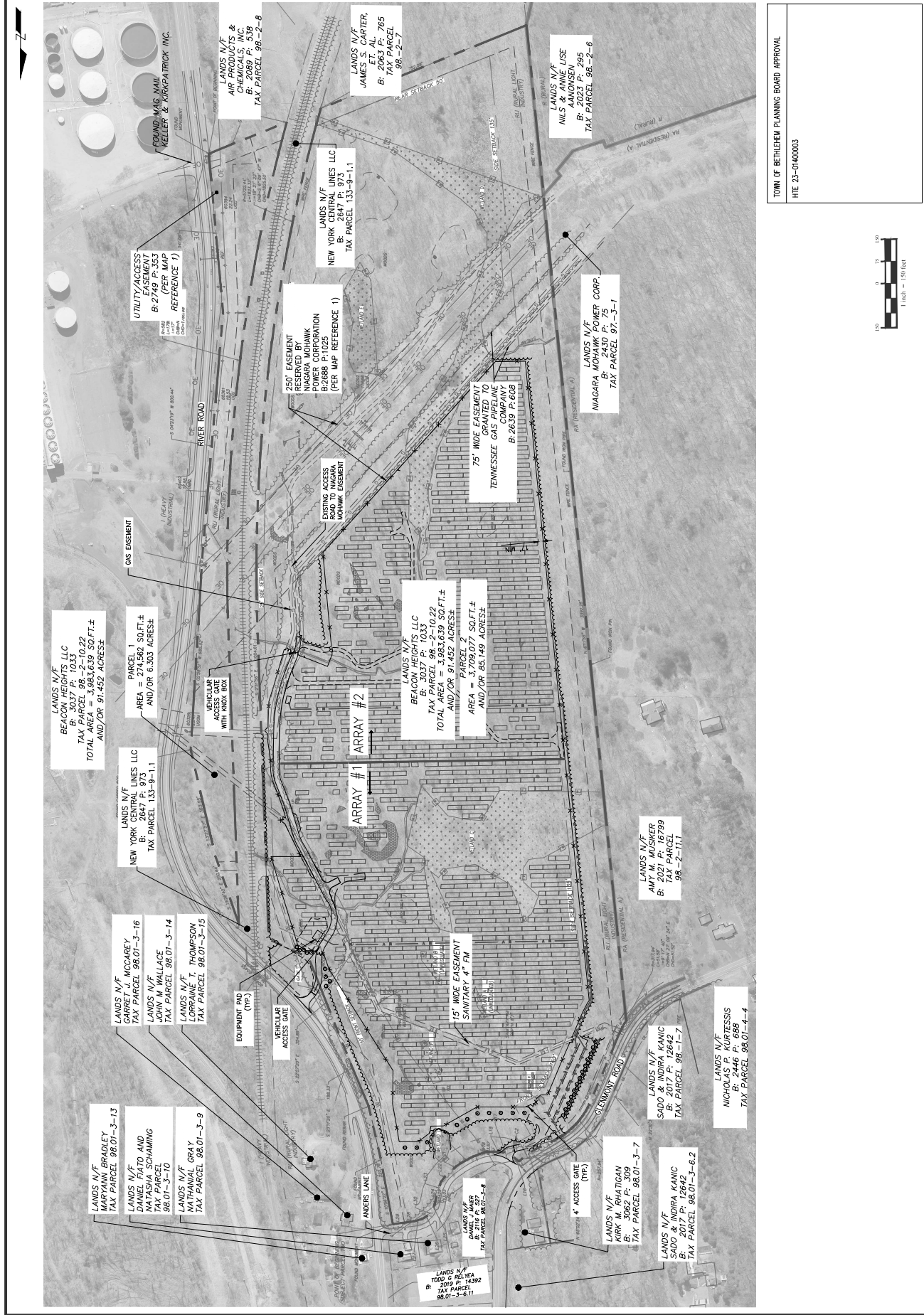
11. North 40°-48'-04" East, 22.16 feet to a point; thence

12. North 60°-00'-22" East, 22.75 feet to a point; thence

- 13. North $73^{\circ}-19'-03''$ East, 29.20 feet to a point; thence
- 14. North $82^{\circ}-26'-22''$ East, 36.68 feet to a point; thence
- 15. North $81^{\circ}-59'-10''$ East, 35.16 feet to the Point or Place of Beginning.

EXHIBIT B
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$ 4,500.00
Year 2	\$ 4,590.00
Year 3	\$ 4,681.80
Year 4	\$ 4,775.44
Year 5	\$ 4,870.94
Year 6	\$ 4,968.36
Year 7	\$ 5,067.73
Year 8	\$ 5,169.09
Year 9	\$ 5,272.47
Year 10	\$ 5,377.92
Year 11	\$ 5,485.47
Year 12	\$ 5,595.18
Year 13	\$ 5,707.09
Year 14	\$ 5,821.23
Year 15	\$ 5,937.65



RESOLUTION NO. 192

ESTABLISHING A REQUIREMENT PURSUANT TO REAL PROPERTY TAX LAW SECTION 487(9)(B) FOR A PILOT AGREEMENT ON ALL NEW SOLAR AND WIND ENERGY SYSTEMS IN ALBANY COUNTY

Introduced: 6/14/21

By Audit and Finance Committee:

WHEREAS, Real Property Tax Law (RPTL) § 487 authorizes a tax exemption of 15 years for certain solar or wind energy systems constructed on real property, although the County may enter into a payment in lieu of taxes (PILOT) agreement for said parcel, and

WHEREAS, In *Matter of Laertes Solar, LLC v. Assessor of the Town of Hartford*, the court held that, if a municipality failed to provide notice within 60 days of their intent to enter into a PILOT agreement, then no payments would be required from the developers for said energy systems, and

WHEREAS, The Director of the Albany County Real Property Tax Services Agency has requested that the Albany County Legislature adopt a resolution indicating the County's ongoing intent to enter into PILOT agreements for all such qualifying energy systems, and

WHEREAS, The Director indicated that RPTL § 489(9)(b) allows for the adoption of a Resolution by this Honorable Body indicating the County's ongoing intent to enter into PILOT agreements for all such qualifying energy systems, and that such resolution shall satisfy the aforesaid 60 day notice requirement to all developers, now, therefore, be it

RESOLVED, By the Albany County Legislature that this Resolution shall serve as notice of the ongoing intent of the County of Albany to enter into PILOT agreements regarding solar or wind energy systems constructed within Albany County with a capacity of 500 Kilowatts or greater, pursuant to RPTL § 487(9)(b), and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute any necessary documentation required to effectuate this notice throughout the County of Albany, and, be it further

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

Adopted by unanimous vote – 6/14/21

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of June, 2021, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of June, 2021.


Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

April 22nd, 2024

Honorable Joanne Cunningham
Chair, Albany County Legislature
112 State St. Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

Legislative authorization is requested to transfer tax-foreclosed properties located in the City of Albany, 395 First Street, 295 Second Street, and 330 Orange Street for economic development purposes.

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 for economic development purposes".

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

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-5425, **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: 4/22/2024
Submitted By: Patrick Curran
Department: CEO
Title: Policy Analyst
Phone: 5184475639
Department Rep.
Attending Meeting: Click or tap here to enter text.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

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: A1310.01051
Revenue Amount: \$57,000

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 being requested to convey tax foreclosed properties located in the City of Albany for their appraised values, 295 Second Street Tax Map No. 65.56-2-55 for \$18,000.00, 330 Orange Street Tax Map No. 65.72-5-7 for \$21,000.00, 395 First Street tax Map No.65.55-6-55 for \$18,000.00 to Mr. James Scaringe, 41 James Drive, Albany NY 12211.

Mr. James Scaringe indicates in his submission that these properties are in very poor condition, which will require that he will first stabilize each one. Mr. Scaringe also states that his plans are to rehabilitate these buildings, to creating apartments for low-income and homeless individuals.

This sale is in accordance with resolution No 29 of 2019, "Properties which will be discretionally conveyed by the County to individuals or entities for economic development purposes", "The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability"

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

All closing costs

James Scaringe
41 James Dr.
Albany, Ny 12211
October 30, 2023

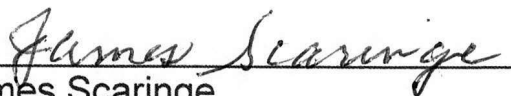
Daniel P. McCoy
Albany County Executive
112 State Street
12th Floor
Albany, NY 12207

Dear Dan McCoy,

I would like to make an offer to purchase the property at 395 First St. in the City of Albany, in the amount of eighteen thousand dollars (\$18,000.00) and, I would like to make an offer on the property at 295 Second St. in the City of Albany, in the amount of eighteen thousand dollars (\$18,000.00), and, also, I would like to make an offer on the property at 330 Orange St. in the City of Albany, in the amount of twenty-one thousand dollars (21,000.00), which are currently owed by the County of Albany.

These Properties have been vacant for several years and are in very poor condition and, if not soon secured and stabilized shall need to be torn down. I would like to purchase these properties with the intention of rehabilitating them and leasing the apartments. It is my intention to rent ALL apartments to low-income people and to give special consideration to people that are homeless.

Respectfully,


James Scaringe
Ph. No. 518-860-6397



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Albany

Address of Properties —295 Second Street, 330 Orange Street, 395 First Street

Tax Map Numbers—65.56-2-55, 65.72-5-7, 65.55-6-55

Property Descriptions- Two Family and Three Family Residences

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser- Mr. James Scaringe

City of Albany- 20,22,24,28 Judson Street 587 Second Street

346,348 Second Street

Town of Colonie-41 James Drive

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified through Albany Citizens Portal 5/1/2024

There are no outstanding violations-Verified Colonie Code Enforcement Officer 5/1/2024

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 5/1/2024

COUNTY FORECLOSURE INFORMATION

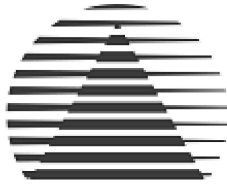
NA

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---May 1, 2024



GAR Associates LLC

EST. 1961

**LIMITED SCOPE APPRAISAL REPORT
A TWO-UNIT RESIDENTIAL BUILDING
295 SECOND STREET
CITY OF ALBANY, ALBANY COUNTY, NY
ZIP CODE: 12206**

CLIENT:

Albany County

CLIENT ADDRESS:

112 State Street
Albany, NY 12207
Attn: Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service

PREPARED BY:

GAR Associates LLC
5500 Main Street
Suite 347
Williamsville, New York 14221

David M. Barnett, MAI, SRA
President, Government Division

DATE OF INSPECTION:

November 1, 2023

DATE OF VALUATION:

November 1, 2023

GAR FILE NO.:

2023338-A



GAR Associates LLC
EST. 1961

Real Estate Appraisers and Consultants

David M. Barnett, MAI, SRA
President, Government Division



November 15, 2023

Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service
Albany County
112 State Street
Albany, NY 12207

Re: Limited Scope Appraisal Report
A Two-Unit Residential Building
295 Second Street
City of Albany, NY 12206
GAR File No.: 2023338-A

Dear Mr. McGuire, IAO, CCD:

In accordance with the terms of our engagement, we present a **"Limited Scope Appraisal Report"** for the above-captioned property. This document is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). The Scope of Work is defined in this report and is consistent with our engagement of services. The depth of discussion contained in this report is specific to the needs of the client and for the intended use and user(s) stated below. The appraisers are not responsible for unauthorized use of this report.

Extraordinary Assumptions:

- 1) The interior of the building was not physically inspected; it is assumed that the interior condition is generally reflective of what was observed from the exterior inspection, which is a vacant, former 2-unit building in below-average to poor condition.

There are no other "extraordinary assumptions", and no "hypothetical conditions" being made in this report. If this "extraordinary assumption" is found not to be true, the market value may be impacted.

Client, Intended Use, Intended Users:

The client is Albany County. The "intended use" of the appraisal is internal asset management purposes. The "intended users" of the appraisal are the client and any other client-authorized user(s) associated with the "intended use" stated above.

The Subject:

The property includes one municipal tax parcel improved with a 2-story, wood-frame, two-unit residential building containing 1,612 sf, with a two-bed/one-bath on the first floor and 3-bed/1-bath on the second floor, constructed in 1910, which is situated on a 3,734 sf, or 0.09 acre site. Site improvements are limited to concrete sidewalks and curbs.

i

CORPORATE OFFICE:

5500 MAIN STREET, SUITE 347, WILLIAMSVILLE, NY 14221 TEL. 716-691-7100 FAX. 716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:

855 NY-146, SUITE 130 CLIFTON PARK, NY 12065 TEL. 518.579.3770 FAX 518.579.3773 TOLL FREE: 1.800.836.0382



GAR Associates LLC
EST. 1961

Mr. Michael McGuire, IAO, CCD
November 15, 2023

Page Two

The property is located on the east side of Second Street, just north of Thornton Street, in the City of Albany, Albany County, NY.

As of the date of valuation, the property was vacant.

Scope of Work:

At the request of the client, the scope of work is limited to salient facts research, an inspection, brief description of the neighborhood and property, highest and best use determination, sales comparison approach and value conclusion. The rationale for the opinions and conclusions set forth in this "Limited Scope Appraisal Report" may not be understood properly without additional information contained in the appraiser's work file.

To the best of this company's knowledge and belief, it is hereby certified that the statements of facts contained in this report (upon which the opinions are based) are true and correct, subject to the assumptions and limiting conditions outlined in the addendum of this report. Employment in, and compensation for, making this appraisal is in no way contingent upon the value reported. It is hereby certified that those participating in this report have no interest, either present or contemplated, in the subject property. Furthermore, there is no personal, or corporate interest, or bias, with respect to the subject matter of the appraisal report, or parties involved.

Based upon the inspection of the property and investigations and analysis undertaken, the following value conclusion is made:

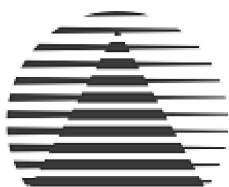
VALUE CONCLUSION

Value Scenario	Interest	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	November 1, 2023	\$25,000
Liquidation Value	Fee Simple	November 1, 2023	\$18,000

Respectfully submitted,

GAR ASSOCIATES LLC

David M. Barnett, MAI, SRA
President, Government Division



GAR Associates LLC

EST. 1961

**LIMITED SCOPE APPRAISAL REPORT
A TWO-UNIT RESIDENTIAL BUILDING
395 FIRST STREET
CITY OF ALBANY, ALBANY COUNTY, NY
ZIP CODE: 12206**

CLIENT:

Albany County

CLIENT ADDRESS:

112 State Street
Albany, NY 12207
Attn: Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service

PREPARED BY:

GAR Associates LLC
5500 Main Street
Suite 347
Williamsville, New York 14221

David M. Barnett, MAI, SRA
President, Government Division

DATE OF INSPECTION:

November 1, 2023

DATE OF VALUATION:

November 1, 2023

GAR FILE NO.:

2023338-B



GAR Associates LLC
EST. 1961

Real Estate Appraisers and Consultants

David M. Barnett, MAI, SRA
President, Government Division



November 17, 2023

Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service
Albany County
112 State Street
Albany, NY 12207

Re: Limited Scope Appraisal Report
A Two-Unit Residential Building
395 First Street
City of Albany, NY 12206
GAR File No.: 2023338-B

Dear Mr. McGuire, IAO, CCD:

In accordance with the terms of our engagement, we present a **"Limited Scope Appraisal Report"** for the above-captioned property. This document is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). The Scope of Work is defined in this report and is consistent with our engagement of services. The depth of discussion contained in this report is specific to the needs of the client and for the intended use and user(s) stated below. The appraisers are not responsible for unauthorized use of this report.

Extraordinary Assumptions:

- 1) The interior of the building was not physically inspected by the appraiser; it is assumed that the interior condition is generally reflective of what was observed from the exterior inspection, which is a vacant, former 2-unit building in poor condition. Albany County property manager Anthony DiLella inspected the interior of the subject and indicated the following issues: significant roof leak causing the majority of the second floor to collapse rendering the first floor mostly inaccessible, and musty smell throughout building due to black mold from water damage.

There are no other *"extraordinary assumptions"*, and no *"hypothetical conditions"* being made in this report. If this "extraordinary assumption" is found not to be true, the market value may be impacted.

Client, Intended Use, Intended Users:

The client is Albany County. The *"intended use"* of the appraisal is internal asset management purposes. The *"intended users"* of the appraisal are the client and any other client-authorized user(s) associated with the "intended use" stated above.

The Subject:

The property includes one municipal tax parcel improved with a 2-story, wood-frame, two-unit building containing 2,358 sf, with a three-bed/one-bath unit on each floor, constructed in 1910, which is situated on a 2,749 sf, or 0.06 acre site. Site improvements are limited to concrete sidewalks and curbs.

i

CORPORATE OFFICE:

5500 MAIN STREET, SUITE 347, WILLIAMSVILLE, NY 14221 TEL. 716-691-7100 FAX. 716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:

855 NY-146, SUITE 130 CLIFTON PARK, NY 12065 TEL. 518.579.3770 FAX 518.579.3773 TOLL FREE: 1.800.836.0382



GAR Associates LLC
EST. 1961

Mr. Michael McGuire, IAO, CCD
November 17, 2023

Page Two

The property is located on the east side of First Street in the City of Albany, Albany County, NY.

As of the date of valuation, the property was vacant and in an uninhabitable state.

Scope of Work:

At the request of the client, the scope of work is limited to salient facts research, an inspection, brief description of the neighborhood and property, highest and best use determination, sales comparison approach and value conclusion. The rationale for the opinions and conclusions set forth in this "Limited Scope Appraisal Report" may not be understood properly without additional information contained in the appraiser's work file.

To the best of this company's knowledge and belief, it is hereby certified that the statements of facts contained in this report (upon which the opinions are based) are true and correct, subject to the assumptions and limiting conditions outlined in the addendum of this report. Employment in, and compensation for, making this appraisal is in no way contingent upon the value reported. It is hereby certified that those participating in this report have no interest, either present or contemplated, in the subject property. Furthermore, there is no personal, or corporate interest, or bias, with respect to the subject matter of the appraisal report, or parties involved.

Based upon the inspection of the property and investigations and analysis undertaken, the following value conclusion is made:

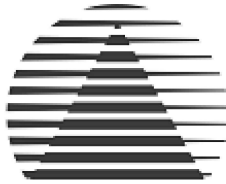
VALUE CONCLUSION

Value Scenario	Interest	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	November 1, 2023	\$25,000
Liquidation Value	Fee Simple	November 1, 2023	\$18,000

Respectfully submitted,

GAR ASSOCIATES LLC

David M. Barnett, MAI, SRA
President, Government Division



GAR Associates LLC
EST. 1961

**LIMITED SCOPE APPRAISAL REPORT
A THREE-UNIT RESIDENTIAL BUILDING
330 ORANGE STREET
CITY OF ALBANY, ALBANY COUNTY, NY
ZIP CODE: 12210**

CLIENT:

Albany County

CLIENT ADDRESS:

112 State Street
Albany, NY 12207
Attn: Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service

PREPARED BY:

GAR Associates LLC
5500 Main Street
Suite 347
Williamsville, New York 14221

David M. Barnett, MAI, SRA
President, Government Division

DATE OF INSPECTION:

November 1, 2023

DATE OF VALUATION:

November 1, 2023

GAR FILE NO.:

2023338-C



GAR Associates LLC
EST. 1961

Real Estate Appraisers and Consultants

David M. Barnett, MAI, SRA
President, Government Division



November 17, 2023

Mr. Michael McGuire, IAO, CCD
Director Of Real Property Tax Service
Albany County
112 State Street
Albany, NY 12207

Re: Limited Scope Appraisal Report
A Three-Unit Residential Building
330 Orange Street
City of Albany, NY 12210
GAR File No.: 2023338-C
Client Reference No.:

Dear Mr. McGuire, IAO, CCD:

In accordance with the terms of our engagement, we present a **"Limited Scope Appraisal Report"** for the above-captioned property. This document is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). The Scope of Work is defined in this report and is consistent with our engagement of services. The depth of discussion contained in this report is specific to the needs of the client and for the intended use and user(s) stated below. The appraisers are not responsible for unauthorized use of this report.

Extraordinary Assumptions:

- 1) The interior of the building was not physically inspected; it is assumed that the interior condition is generally reflective of what was observed from the exterior inspection, which is a vacant, former 3-unit building in poor condition. Albany County property manager Anthony DiLella inspected the interior of the subject and indicated the following issues: significant roof leak causing the majority of the second floor to collapse rendering the first floor mostly inaccessible, and musty smell throughout building and basement due to black mold from water damage.

There are no other "extraordinary assumptions", and no "hypothetical conditions" being made in this report. If this "extraordinary assumption" is found not to be true, the market value may be impacted.

Client, Intended Use, Intended Users:

The client is Albany County. The "intended use" of the appraisal is internal asset management purposes. The "intended users" of the appraisal are the client and any other client-authorized user(s) associated with the "intended use" stated above.

The Subject:

The property includes one municipal tax parcel improved with a 2-story, brick, three-unit building containing 2,244 sf, with a 1,122 sf finished basement utilized as an apartment, consisting of three 2-bed/1-bath units, constructed in 1890, which is situated on a 2,475 sf, or 0.06 acre site. Site improvements are limited to concrete sidewalks and curbs.

i

CORPORATE OFFICE:

5500 MAIN STREET, SUITE 347, WILLIAMSVILLE, NY 14221 TEL. 716-691-7100 FAX. 716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:

855 NY-146, SUITE 130 CLIFTON PARK, NY 12065 TEL. 518.579.3770 FAX 518.579.3773 TOLL FREE: 1.800.836.0382



GAR Associates LLC
EST. 1961

Mr. Michael McGuire, IAO, CCD
November 17, 2023

Page Two

The property is located on the west side of Orange Street in the City of Albany, Albany County, NY.

As of the date of valuation, the property was vacant and in an uninhabitable state.

Scope of Work:

At the request of the client, the scope of work is limited to salient facts research, an inspection, brief description of the neighborhood and property, highest and best use determination, sales comparison approach and value conclusion. The rationale for the opinions and conclusions set forth in this "Limited Scope Appraisal Report" may not be understood properly without additional information contained in the appraiser's work file.

To the best of this company's knowledge and belief, it is hereby certified that the statements of facts contained in this report (upon which the opinions are based) are true and correct, subject to the assumptions and limiting conditions outlined in the addendum of this report. Employment in, and compensation for, making this appraisal is in no way contingent upon the value reported. It is hereby certified that those participating in this report have no interest, either present or contemplated, in the subject property. Furthermore, there is no personal, or corporate interest, or bias, with respect to the subject matter of the appraisal report, or parties involved.

Based upon the inspection of the property and investigations and analysis undertaken, the following value conclusion is made:

VALUE CONCLUSION

Value Scenario	Interest	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	November 1, 2023	\$30,000
Liquidation Value	Fee Simple	November 1, 2023	\$21,000

Respectfully submitted,

GAR ASSOCIATES LLC

David M. Barnett, MAI, SRA
President, Government Division



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

January 26th, 2024

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

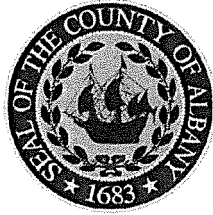
Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are undertaking the legislative authorization process to potentially dispense of the property located at 295 Second Street in the City of Albany. Provided this request gains the approval of the County Legislature, we will convey tax map parcel 65.56-2-55 to an interested receiver.

We view this transaction as beneficial to both County and City residents by remedying blight caused by fire and returning the structure to productive use. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Patrick Curran
Policy Analyst
Albany County Executive's Office



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

January 26th, 2024

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

Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are undertaking the legislative authorization process to potentially dispense of the property located at 330 Orange Street. Provided this request gains the approval of the County Legislature, we will convey tax map parcel 65.72-5-7 to a not-for-profit entity.

We view this transaction as beneficial to both County and City residents by remedying two examples of blight and returning them to productive use. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Patrick Curran
Policy Analyst
Albany County Executive's Office



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

January 26th, 2024

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

Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are undertaking the legislative authorization process to potentially dispense of the property located at 395 First Street. Provided this request gains the approval of the County Legislature, we will convey tax map parcel 65.55-6-55 to a not-for-profit entity.

We view this transaction as beneficial to both County and City residents by remedying two examples of blight and returning them to productive use. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Patrick Curran
Policy Analyst
Albany County Executive's Office

ORDER DETAILS

Order Number: **IPLATU0029794**

Order Status: **In Cart**

Classification: **Legals**

Package: **Albany Times Union 2 Col...**

Affidavit Yes: **\$9.99**

Final Cost: **\$38.49**

Payment Type:

User ID:

SCHEDULE FOR AD NUMBER IPL0014079

December 14, 2023

Albany Times Union Print

PREVIEW FOR AD NUMBER IPL0014079

2.38inches x 1.9inches

LEGAL NOTICE

Notice is hereby given that the following properties located in the City of Albany will be given consideration by the Albany County Legislature for transfer:

295 Second Street

TWO FAMILY YEAR ROUND RESIDENCE

MAP NO. 65.56-2-55

395 First Street

TWO FAMILY YEAR ROUND RESIDENCE

Map NO. 65.55-6-55

330 Orange Street

THREE FAMILY YEAR ROUND RESIDENCE

65.72-5-7

**ALBANY COUNTY DEPARTMENT OF MANAGEMENT
AND BUDGET**

Dated:

Albany, New York

LEGAL NOTICE

Notice is hereby given that the following properties located in the City of Albany will be given consideration by the Albany County Legislature for transfer:

295 Second Street

TWO FAMILY YEAR ROUND RESI-
DENCE

MAP NO. 65.56-2-55

395 First Street

TWO FAMILY YEAR ROUND RESI-
DENCE

Map NO. 65.55-6-55

330 Orange Street

THREE FAMILY YEAR ROUND
RESIDENCE

65.72-5-7

ALBANY COUNTY DEPARTMENT
OF MANAGEMENT AND BUDGET

Dated: 12-14-23

Albany, New York

EV 12/14/23





Assessment Parcel: 65.55-6-55

Zoom to

Address:	395 First St
Owner:	Davidson, Dale
Property Class:	220 - Two Family Year-Round Residence
Year Built:	1910
School District:	010100 - Albany City School District
Acres:	0.06
Deed Reference:	Not Available
Land Assessment:	\$11,600
Total Assessment:	\$56,000

COUNTY OF ALBANY

Real Estate Tax Statement



Parcel: 06505600020550000000

Location: 295 SECOND ST

Owner:
DAVIDSON DALE
PO BOX 2564
ALBANY NY 12220

Status:
Square 0

Land Valuation: 52,500

Building Valuation: 0

Exemptions: 0

Taxable Valuation: 52,500

Interest Per Diem: 50,136.91

Legal Description:

Deed Date: Book/Page: Interest Date: 10/31/2023

Year	Type	Bill
2022	RE-1	7353

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	782.63	782.63	187.83	970.46
	OTHER CHAR	1,046.93	1,046.93	251.26	1,298.19
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	91.48	91.48	0.00	91.48
		1,922.04	1,922.04	439.09	2,361.13

Year Totals	1,922.04	1,922.04	439.09	2,361.13
-------------	----------	----------	--------	----------

Year	Type	Bill
2021	RE-E	5412

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,236.27	1,236.27	333.79	1,570.06
	5% PERCENT	61.81	61.81	0.00	61.81
		1,298.08	1,298.08	333.79	1,631.87

Year Totals	1,298.08	1,298.08	333.79	1,631.87
-------------	----------	----------	--------	----------

Year	Type	Bill
2021	RE-1	7114

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	776.29	776.29	279.46	1,055.75
	ALBANY WAT	232.37	232.37	83.65	316.02
	5 PERCENT	50.43	50.43	0.00	50.43
		1,059.09	1,059.09	363.11	1,422.20

Year Totals	1,059.09	1,059.09	363.11	1,422.20
-------------	----------	----------	--------	----------

Year	Type	Bill
2020	RE-E	2944

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,234.67	1,234.67	481.52	1,716.19
	5% PERCENT	61.73	61.73	0.00	61.73
		1,296.40	1,296.40	481.52	1,777.92

Year Totals	1,296.40	1,296.40	481.52	1,777.92
-------------	----------	----------	--------	----------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2020	RE-1	7640

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	757.21	757.21	363.46	1,120.67
	ALBANY WAT	851.86	851.86	408.89	1,260.75
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5 PERCENT	80.45	80.45	0.00	80.45
		1,914.52	1,914.52	772.35	2,686.87
Year Totals		1,914.52	1,914.52	772.35	2,686.87

Year	Type	Bill
2019	RE-E	2864

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,211.12	1,211.12	617.67	1,828.79
	MAILING CH	1.00	1.00	0.00	1.00
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5% PERCENT	60.56	60.56	0.00	60.56
		1,497.68	1,497.68	617.67	2,115.35
Year Totals		1,497.68	1,497.68	617.67	2,115.35

Year	Type	Bill
2019	RE-1	5909

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	757.72	757.72	454.63	1,212.35
	ALBANY WAT	582.08	582.08	349.25	931.33
	OTHER CHAR	216.30	216.30	129.78	346.08
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	77.81	77.81	0.00	77.81
		1,634.91	1,634.91	933.66	2,568.57
Year Totals		1,634.91	1,634.91	933.66	2,568.57

Year	Type	Bill
2018	TL-E	195

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,363.83	1,363.83	791.02	2,154.85
	LEGAL CHAR	225.00	225.00	0.00	225.00
		1,588.83	1,588.83	791.02	2,379.85
Year Totals		1,588.83	1,588.83	791.02	2,379.85

Year	Type	Bill
2018	TL-1	1048

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,513.22	2,513.22	1,809.52	4,322.74
		2,513.22	2,513.22	1,809.52	4,322.74
Year Totals		2,513.22	2,513.22	1,809.52	4,322.74

Year	Type	Bill
2017	TL-E	1025

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,363.54	1,363.54	927.21	2,290.75
		1,363.54	1,363.54	927.21	2,290.75

COUNTY OF ALBANY

Real Estate Tax Statement

Year Totals	1,363.54	1,363.54	927.21	2,290.75
--------------------	-----------------	-----------------	---------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2017 TL-1 1667

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,241.46	2,241.46	1,882.83	4,124.29
	LEGAL CHAR	225.00	225.00	0.00	225.00
		2,466.46	2,466.46	1,882.83	4,349.29

Year Totals	2,466.46	2,466.46	1,882.83	4,349.29
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-1 862

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,937.02	1,937.02	1,859.54	3,796.56
		1,937.02	1,937.02	1,859.54	3,796.56

Year Totals	1,937.02	1,937.02	1,859.54	3,796.56
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-E 1615

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	417.04	417.04	358.65	775.69
		417.04	417.04	358.65	775.69

Year Totals	417.04	417.04	358.65	775.69
--------------------	---------------	---------------	---------------	---------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-1 718

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,636.56	1,636.56	1,767.48	3,404.04
		1,636.56	1,636.56	1,767.48	3,404.04

Year Totals	1,636.56	1,636.56	1,767.48	3,404.04
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-E 1188

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	800.77	800.77	800.77	1,601.54
		800.77	800.77	800.77	1,601.54

Year Totals	800.77	800.77	800.77	1,601.54
--------------------	---------------	---------------	---------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2014 TL-E 815

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	820.71	820.71	976.64	1,797.35
	LEGAL CHAR	0.00	0.00	0.00	0.00
		820.71	820.71	976.64	1,797.35

Year Totals	820.71	820.71	976.64	1,797.35
--------------------	---------------	---------------	---------------	-----------------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2014	RE-1	8751

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	416.23	416.23	499.48	915.71
	ALBANY WAT	1,065.03	1,065.03	1,278.04	2,343.07
	OTHER CHAR	136.50	136.50	163.80	300.30
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	80.89	80.89	0.00	80.89
		1,699.65	1,699.65	1,941.32	3,640.97
Year Totals		1,699.65	1,699.65	1,941.32	3,640.97

Year	Type	Bill
2013	TL-E	973

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	865.00	865.00	769.85	1,634.85
		865.00	865.00	769.85	1,634.85
Year Totals		865.00	865.00	769.85	1,634.85

Year	Type	Bill
2013	TL-1	1837

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,232.39	1,232.39	1,626.75	2,859.14
	LEGAL CHAR	150.00	150.00	0.00	150.00
	MAIL CHARG	25.00	25.00	0.00	25.00
	TITLE SEAR	290.00	290.00	0.00	290.00
		1,697.39	1,697.39	1,626.75	3,324.14
Year Totals		1,697.39	1,697.39	1,626.75	3,324.14

Year	Type	Bill
2012	TL-1	1228

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,298.78	2,298.78	3,310.24	5,609.02
		2,298.78	2,298.78	3,310.24	5,609.02
Year Totals		2,298.78	2,298.78	3,310.24	5,609.02

Year	Type	Bill
2012	TL-E	1804

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	847.79	847.79	856.27	1,704.06
	LEGAL CHAR	195.00	195.00	0.00	195.00
		1,042.79	1,042.79	856.27	1,899.06
Year Totals		1,042.79	1,042.79	856.27	1,899.06

Year	Type	Bill
2011	TL-E	1509

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	977.93	977.93	1,222.41	2,200.34
		977.93	977.93	1,222.41	2,200.34
Year Totals		977.93	977.93	1,222.41	2,200.34

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2011	TL-1	2530

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,060.03	2,060.03	3,213.65	5,273.68
	LEGAL CHAR	150.00	150.00	0.00	150.00
		2,210.03	2,210.03	3,213.65	5,423.68

Year Totals		2,210.03	2,210.03	3,213.65	5,423.68
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2010	TL-1	2122

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,918.18	1,918.18	3,222.54	5,140.72
	LEGAL CHAR	150.00	150.00	0.00	150.00
		2,068.18	2,068.18	3,222.54	5,290.72

Year Totals		2,068.18	2,068.18	3,222.54	5,290.72
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2010	TL-E	3094

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,510.93	1,510.93	1,888.66	3,399.59
		1,510.93	1,510.93	1,888.66	3,399.59

Year Totals		1,510.93	1,510.93	1,888.66	3,399.59
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2009	TL-E	1234

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	2,127.54	2,127.54	2,914.73	5,042.27
	LEGAL CHAR	100.00	100.00	0.00	100.00
		2,227.54	2,227.54	2,914.73	5,142.27

Year Totals		2,227.54	2,227.54	2,914.73	5,142.27
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2009	TL-1	1763

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,154.78	1,154.78	2,078.60	3,233.38
		1,154.78	1,154.78	2,078.60	3,233.38

Year Totals		1,154.78	1,154.78	2,078.60	3,233.38
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2008	TL-1	814

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,041.85	1,041.85	2,000.35	3,042.20
		1,041.85	1,041.85	2,000.35	3,042.20

Year Totals		1,041.85	1,041.85	2,000.35	3,042.20
--------------------	--	-----------------	-----------------	-----------------	-----------------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2008	TL-E	1408

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	2,223.15	2,223.15	3,312.49	5,535.64
	LEGAL CHAR	150.00	150.00	0.00	150.00
		2,373.15	2,373.15	3,312.49	5,685.64

Year Totals		2,373.15	2,373.15	3,312.49	5,685.64
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2007	TL-E	1047

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	2,097.84	2,097.84	5,769.06	7,866.90
	LEGAL CHAR	150.00	150.00	0.00	150.00
	LEGAL CHAR	100.00	100.00	0.00	100.00
		2,347.84	2,347.84	5,769.06	8,116.90

Year Totals		2,347.84	2,347.84	5,769.06	8,116.90
--------------------	--	-----------------	-----------------	-----------------	-----------------

Grand Totals		47,682.71	47,682.71	49,241.77	96,924.48
---------------------	--	------------------	------------------	------------------	------------------

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

PAYMENT MADE TO:

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

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

** End of Report - Generated by Murray, Christina **

COUNTY OF ALBANY

Real Estate Tax Statement

Parcel: 06505500060550000000

Location: 395 FIRST ST

Owner:
DAVIDSON DALE
PO BOX 2564
ALBANY NY 12220

Status:
Square 0

Land Valuation: 56,000

Building Valuation: 0

Exemptions: 0

Taxable Valuation: 56,000

Interest Per Diem: 51,048.69

Legal Description:

Deed Date: Book/Page: Interest Date: 10/31/2023

Year	Type	Bill
2022	RE-1	6096

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	834.81	834.81	200.35	1,035.16
	OTHER CHAR	704.00	704.00	168.96	872.96
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	76.94	76.94	0.00	76.94
		1,616.75	1,616.75	369.31	1,986.06

Year Totals	1,616.75	1,616.75	369.31	1,986.06
-------------	----------	----------	--------	----------

Year	Type	Bill
2021	RE-E	3220

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,318.69	1,318.69	356.05	1,674.74
	5% PERCENT	65.93	65.93	0.00	65.93
		1,384.62	1,384.62	356.05	1,740.67

Year Totals	1,384.62	1,384.62	356.05	1,740.67
-------------	----------	----------	--------	----------

Year	Type	Bill
2021	RE-1	6662

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	828.04	828.04	298.09	1,126.13
	ALBANY WAT	336.32	336.32	121.08	457.40
	5 PERCENT	58.22	58.22	0.00	58.22
		1,222.58	1,222.58	419.17	1,641.75

Year Totals	1,222.58	1,222.58	419.17	1,641.75
-------------	----------	----------	--------	----------

Year	Type	Bill
2020	RE-E	2945

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,316.98	1,316.98	513.62	1,830.60
	5% PERCENT	65.85	65.85	0.00	65.85
		1,382.83	1,382.83	513.62	1,896.45

Year Totals	1,382.83	1,382.83	513.62	1,896.45
-------------	----------	----------	--------	----------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2020	RE-1	7609

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	807.69	807.69	387.69	1,195.38
	ALBANY WAT	813.03	813.03	390.25	1,203.28
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5 PERCENT	81.04	81.04	0.00	81.04
		1,926.76	1,926.76	777.94	2,704.70
Year Totals		1,926.76	1,926.76	777.94	2,704.70

Year	Type	Bill
2019	RE-E	2868

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,291.87	1,291.87	658.85	1,950.72
	MAILING CH	1.00	1.00	0.00	1.00
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5% PERCENT	64.59	64.59	0.00	64.59
		1,582.46	1,582.46	658.85	2,241.31
Year Totals		1,582.46	1,582.46	658.85	2,241.31

Year	Type	Bill
2019	RE-1	5913

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	808.24	808.24	484.94	1,293.18
	ALBANY WAT	338.62	338.62	203.17	541.79
	OTHER CHAR	216.30	216.30	129.78	346.08
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	68.16	68.16	0.00	68.16
		1,432.32	1,432.32	817.89	2,250.21
Year Totals		1,432.32	1,432.32	817.89	2,250.21

Year	Type	Bill
2018	TL-E	196

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,454.69	1,454.69	843.72	2,298.41
	LEGAL CHAR	225.00	225.00	0.00	225.00
		1,679.69	1,679.69	843.72	2,523.41
Year Totals		1,679.69	1,679.69	843.72	2,523.41

Year	Type	Bill
2018	TL-1	1043

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,486.95	1,486.95	1,070.60	2,557.55
		1,486.95	1,486.95	1,070.60	2,557.55
Year Totals		1,486.95	1,486.95	1,070.60	2,557.55

Year	Type	Bill
2017	TL-E	1026

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,454.38	1,454.38	988.98	2,443.36
		1,454.38	1,454.38	988.98	2,443.36

COUNTY OF ALBANY

Real Estate Tax Statement

Year Totals	1,454.38	1,454.38	988.98	2,443.36
--------------------	-----------------	-----------------	---------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2017 TL-1 1664

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,469.60	1,469.60	1,234.46	2,704.06
	LEGAL CHAR	225.00	225.00	0.00	225.00
		1,694.60	1,694.60	1,234.46	2,929.06

Year Totals	1,694.60	1,694.60	1,234.46	2,929.06
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-1 857

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,684.71	1,684.71	1,617.32	3,302.03
		1,684.71	1,684.71	1,617.32	3,302.03

Year Totals	1,684.71	1,684.71	1,617.32	3,302.03
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-E 1598

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,554.22	1,554.22	1,336.63	2,890.85
	LEGAL CHAR	150.00	150.00	0.00	150.00
		1,704.22	1,704.22	1,336.63	3,040.85

Year Totals	1,704.22	1,704.22	1,336.63	3,040.85
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-1 702

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,828.48	1,828.48	1,974.76	3,803.24
		1,828.48	1,828.48	1,974.76	3,803.24

Year Totals	1,828.48	1,828.48	1,974.76	3,803.24
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-E 1174

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,644.74	1,644.74	1,644.74	3,289.48
		1,644.74	1,644.74	1,644.74	3,289.48

Year Totals	1,644.74	1,644.74	1,644.74	3,289.48
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2014 TL-E 808

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,531.13	1,531.13	1,822.04	3,353.17
	LEGAL CHAR	150.00	150.00	0.00	150.00
		1,681.13	1,681.13	1,822.04	3,503.17

Year Totals	1,681.13	1,681.13	1,822.04	3,503.17
--------------------	-----------------	-----------------	-----------------	-----------------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2014	RE-1	7051

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	776.97	776.97	932.36	1,709.33
	ALBANY WAT	533.54	533.54	640.25	1,173.79
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	65.53	65.53	0.00	65.53
		1,377.04	1,377.04	1,572.61	2,949.65
Year Totals		1,377.04	1,377.04	1,572.61	2,949.65

Year	Type	Bill
2013	TL-E	974

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,614.65	1,614.65	1,437.04	3,051.69
		1,614.65	1,614.65	1,437.04	3,051.69
Year Totals		1,614.65	1,614.65	1,437.04	3,051.69

Year	Type	Bill
2013	TL-1	1834

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,342.26	1,342.26	1,771.78	3,114.04
	LEGAL CHAR	150.00	150.00	0.00	150.00
	MAIL CHARG	25.00	25.00	0.00	25.00
	TITLE SEAR	290.00	290.00	0.00	290.00
		1,807.26	1,807.26	1,771.78	3,579.04
Year Totals		1,807.26	1,807.26	1,771.78	3,579.04

Year	Type	Bill
2012	TL-1	1229

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,431.28	1,431.28	2,061.04	3,492.32
		1,431.28	1,431.28	2,061.04	3,492.32
Year Totals		1,431.28	1,431.28	2,061.04	3,492.32

Year	Type	Bill
2012	TL-E	1807

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,582.54	1,582.54	1,598.37	3,180.91
	LEGAL CHAR	195.00	195.00	0.00	195.00
		1,777.54	1,777.54	1,598.37	3,375.91
Year Totals		1,777.54	1,777.54	1,598.37	3,375.91

Year	Type	Bill
2011	TL-E	1481

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,656.46	1,656.46	2,070.58	3,727.04
		1,656.46	1,656.46	2,070.58	3,727.04
Year Totals		1,656.46	1,656.46	2,070.58	3,727.04

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2011	TL-1	2505

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,554.13	1,554.13	2,424.44	3,978.57
	LEGAL CHAR	150.00	150.00	0.00	150.00
		1,704.13	1,704.13	2,424.44	4,128.57
Year Totals		1,704.13	1,704.13	2,424.44	4,128.57

Year	Type	Bill
2010	TL-1	2123

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,914.53	1,914.53	3,216.41	5,130.94
	LEGAL CHAR	150.00	150.00	0.00	150.00
		2,064.53	2,064.53	3,216.41	5,280.94
Year Totals		2,064.53	2,064.53	3,216.41	5,280.94

Year	Type	Bill
2010	TL-E	3091

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,596.40	1,596.40	1,995.50	3,591.90
		1,596.40	1,596.40	1,995.50	3,591.90
Year Totals		1,596.40	1,596.40	1,995.50	3,591.90

Year	Type	Bill
2009	TL-E	1215

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	2,057.55	2,057.55	2,818.84	4,876.39
		2,057.55	2,057.55	2,818.84	4,876.39
Year Totals		2,057.55	2,057.55	2,818.84	4,876.39

Year	Type	Bill
2009	TL-1	1743

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,312.44	1,312.44	2,362.39	3,674.83
	LEGAL CHAR	100.00	100.00	0.00	100.00
		1,412.44	1,412.44	2,362.39	3,774.83
Year Totals		1,412.44	1,412.44	2,362.39	3,774.83

Year	Type	Bill
2008	TL-1	809

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,051.23	1,051.23	2,018.36	3,069.59
		1,051.23	1,051.23	2,018.36	3,069.59
Year Totals		1,051.23	1,051.23	2,018.36	3,069.59

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2008	TL-E	1397

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	2,039.90	2,039.90	3,039.45	5,079.35
	LEGAL CHAR	150.00	150.00	0.00	150.00
		2,189.90	2,189.90	3,039.45	5,229.35

Year Totals		2,189.90	2,189.90	3,039.45	5,229.35
--------------------	--	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
2007	TL-E	1044

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,924.91	1,924.91	5,293.50	7,218.41
	LEGAL CHAR	150.00	150.00	0.00	150.00
	LEGAL CHAR	100.00	100.00	0.00	100.00
		2,174.91	2,174.91	5,293.50	7,468.41

Year Totals		2,174.91	2,174.91	5,293.50	7,468.41
--------------------	--	-----------------	-----------------	-----------------	-----------------

Grand Totals		49,322.54	49,322.54	50,126.39	99,448.93
---------------------	--	------------------	------------------	------------------	------------------

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

PAYMENT MADE TO:

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

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

** End of Report - Generated by Murray, Christina **

COUNTY OF ALBANY

Real Estate Tax Statement



Parcel: 06507200050070000000

Location: 330 ORANGE ST

Owner:
DAVIDSON DALE
PO BOX 2564
ALBANY NY 12220

Status: Square 0

Land Valuation: 55,000

Building Valuation: 0

Exemptions: 0

Taxable Valuation: 55,000

Interest Per Diem: 55,313.37

Legal Description:

Deed Date: Book/Page: Interest Date: 10/31/2023

Year	Type	Bill
2022	RE-1	7032

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	819.90	819.90	196.78	1,016.68
	OTHER CHAR	1,056.00	1,056.00	253.44	1,309.44
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	93.80	93.80	0.00	93.80
		1,970.70	1,970.70	450.22	2,420.92
Year Totals		1,970.70	1,970.70	450.22	2,420.92

Year	Type	Bill
2021	RE-E	3417

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,295.15	1,295.15	349.69	1,644.84
	5% PERCENT	64.76	64.76	0.00	64.76
		1,359.91	1,359.91	349.69	1,709.60
Year Totals		1,359.91	1,359.91	349.69	1,709.60

Year	Type	Bill
2021	RE-1	6181

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	813.25	813.25	292.77	1,106.02
	ALBANY WAT	980.74	980.74	353.07	1,333.81
	5 PERCENT	89.70	89.70	0.00	89.70
		1,883.69	1,883.69	645.84	2,529.53
Year Totals		1,883.69	1,883.69	645.84	2,529.53

Year	Type	Bill
2020	RE-E	2920

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,293.46	1,293.46	504.45	1,797.91
	5% PERCENT	64.67	64.67	0.00	64.67
		1,358.13	1,358.13	504.45	1,862.58
Year Totals		1,358.13	1,358.13	504.45	1,862.58

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2020	RE-1	7094

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	793.27	793.27	380.77	1,174.04
	ALBANY WAT	241.12	241.12	115.74	356.86
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5 PERCENT	51.72	51.72	0.00	51.72
		1,311.11	1,311.11	496.51	1,807.62
Year Totals		1,311.11	1,311.11	496.51	1,807.62

Year	Type	Bill
2019	RE-E	2865

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	1,268.80	1,268.80	647.09	1,915.89
	MAILING CH	1.00	1.00	0.00	1.00
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5% PERCENT	63.44	63.44	0.00	63.44
		1,558.24	1,558.24	647.09	2,205.33
Year Totals		1,558.24	1,558.24	647.09	2,205.33

Year	Type	Bill
2019	RE-1	5910

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	793.81	793.81	476.29	1,270.10
	ALBANY WAT	242.98	242.98	145.79	388.77
	OTHER CHAR	432.60	432.60	259.56	692.16
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	73.47	73.47	0.00	73.47
		1,543.86	1,543.86	881.64	2,425.50
Year Totals		1,543.86	1,543.86	881.64	2,425.50

Year	Type	Bill
2018	TL-E	202

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,428.73	1,428.73	828.66	2,257.39
	LEGAL CHAR	225.00	225.00	0.00	225.00
		1,653.73	1,653.73	828.66	2,482.39
Year Totals		1,653.73	1,653.73	828.66	2,482.39

Year	Type	Bill
2018	TL-1	1049

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,605.72	1,605.72	1,156.12	2,761.84
		1,605.72	1,605.72	1,156.12	2,761.84
Year Totals		1,605.72	1,605.72	1,156.12	2,761.84

Year	Type	Bill
2017	TL-E	1024

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,428.41	1,428.41	971.32	2,399.73
		1,428.41	1,428.41	971.32	2,399.73

COUNTY OF ALBANY

Real Estate Tax Statement

Year Totals	1,428.41	1,428.41	971.32	2,399.73
--------------------	-----------------	-----------------	---------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2017 TL-1 1670

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,576.43	1,576.43	1,324.20	2,900.63
	LEGAL CHAR	225.00	225.00	0.00	225.00
		1,801.43	1,801.43	1,324.20	3,125.63

Year Totals	1,801.43	1,801.43	1,324.20	3,125.63
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-1 855

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,240.20	1,240.20	1,190.59	2,430.79
		1,240.20	1,240.20	1,190.59	2,430.79

Year Totals	1,240.20	1,240.20	1,190.59	2,430.79
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2016 TL-E 1732

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,526.48	1,526.48	1,312.77	2,839.25
	LEGAL CHAR	150.00	150.00	0.00	150.00
		1,676.48	1,676.48	1,312.77	2,989.25

Year Totals	1,676.48	1,676.48	1,312.77	2,989.25
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-1 805

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	1,285.63	1,285.63	1,388.48	2,674.11
		1,285.63	1,285.63	1,388.48	2,674.11

Year Totals	1,285.63	1,285.63	1,388.48	2,674.11
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2015 TL-E 1271

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,882.31	1,882.31	1,882.31	3,764.62
		1,882.31	1,882.31	1,882.31	3,764.62

Year Totals	1,882.31	1,882.31	1,882.31	3,764.62
--------------------	-----------------	-----------------	-----------------	-----------------

Year	Type	Bill
-------------	-------------	-------------

2014 TL-E 817

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,774.31	1,774.31	2,111.43	3,885.74
	LEGAL CHAR	150.00	150.00	0.00	150.00
		1,924.31	1,924.31	2,111.43	4,035.74

Year Totals	1,924.31	1,924.31	2,111.43	4,035.74
--------------------	-----------------	-----------------	-----------------	-----------------

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill
2014	RE-1	7723

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	900.45	900.45	1,080.54	1,980.99
	ALBANY WAT	1,628.93	1,628.93	1,954.72	3,583.65
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	126.47	126.47	0.00	126.47
		2,656.85	2,656.85	3,035.26	5,692.11
Year Totals		2,656.85	2,656.85	3,035.26	5,692.11

Year	Type	Bill
2013	TL-E	980

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,871.28	1,871.28	1,665.44	3,536.72
		1,871.28	1,871.28	1,665.44	3,536.72
Year Totals		1,871.28	1,871.28	1,665.44	3,536.72

Year	Type	Bill
2013	TL-1	1841

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,648.30	2,648.30	3,495.76	6,144.06
	LEGAL CHAR	150.00	150.00	0.00	150.00
	MAIL CHARG	25.00	25.00	0.00	25.00
	TITLE SEAR	290.00	290.00	0.00	290.00
		3,113.30	3,113.30	3,495.76	6,609.06
Year Totals		3,113.30	3,113.30	3,495.76	6,609.06

Year	Type	Bill
2012	TL-1	1227

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB LIENS	2,914.14	2,914.14	4,196.36	7,110.50
		2,914.14	2,914.14	4,196.36	7,110.50
Year Totals		2,914.14	2,914.14	4,196.36	7,110.50

Year	Type	Bill
2012	TL-E	1805

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,834.04	1,834.04	1,852.38	3,686.42
	LEGAL CHAR	195.00	195.00	0.00	195.00
		2,029.04	2,029.04	1,852.38	3,881.42
Year Totals		2,029.04	2,029.04	1,852.38	3,881.42

Year	Type	Bill
2011	TL-E	1703

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALB SCH LN	1,888.71	1,888.71	2,360.89	4,249.60
		1,888.71	1,888.71	2,360.89	4,249.60
Year Totals		1,888.71	1,888.71	2,360.89	4,249.60

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill				
2011	TL-1	2707				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALB LIENS	2,714.85	2,714.85	4,235.17	6,950.02	
	LEGAL CHAR	150.00	150.00	0.00	150.00	
		2,864.85	2,864.85	4,235.17	7,100.02	
Year Totals		2,864.85	2,864.85	4,235.17	7,100.02	
Year	Type	Bill				
2010	TL-E	3104				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALB SCH LN	1,849.94	1,849.94	2,312.43	4,162.37	
		1,849.94	1,849.94	2,312.43	4,162.37	
Year Totals		1,849.94	1,849.94	2,312.43	4,162.37	
Year	Type	Bill				
2010	RE-1	7022				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALBANY PRO	1,103.94	1,103.94	5,343.07	6,447.01	
	ALBANY WAT	849.64	849.64	1,427.40	2,277.04	
	LEGAL CHAR	150.00	150.00	0.00	150.00	
	TITLE SEAR	195.00	195.00	0.00	195.00	
	5 PERCENT	97.68	97.68	0.00	97.68	
		2,396.26	2,396.26	6,770.47	9,166.73	
Year Totals		2,396.26	2,396.26	6,770.47	9,166.73	
Year	Type	Bill				
2008	TL-1	808				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALB LIENS	1,452.77	1,452.77	2,789.32	4,242.09	
		1,452.77	1,452.77	2,789.32	4,242.09	
Year Totals		1,452.77	1,452.77	2,789.32	4,242.09	
Year	Type	Bill				
2008	TL-E	1489				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALB SCH LN	2,818.71	2,818.71	4,199.88	7,018.59	
	LEGAL CHAR	150.00	150.00	0.00	150.00	
		2,968.71	2,968.71	4,199.88	7,168.59	
Year Totals		2,968.71	2,968.71	4,199.88	7,168.59	
Year	Type	Bill				
2007	TL-E	1042				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	ALB SCH LN	451.08	451.08	1,240.47	1,691.55	
	LEGAL CHAR	0.00	0.00	0.00	0.00	
		451.08	451.08	1,240.47	1,691.55	
Year Totals		451.08	451.08	1,240.47	1,691.55	
Grand Totals		51,940.79	51,940.79	54,295.15	106,235.94	

Real Estate Tax Statement

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

PAYMENT MADE TO:

ALBANY COUNTY DIVISION OF FINANCE

112 STATE ST. ROOM 1340

ALBANY, NY 12207

TEL: 447-7082

\$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK

INTEREST WILL INCREASE ON THE 1ST OF THE MONTH

** End of Report - Generated by Murray, Christina **



AUDIT DIVISION

Department of
Taxation and Finance

May 15, 2024

Tax Article: 11
Tax Type: Mortgage Recording
County: Albany
Period: Oct '23 – Mar '24

ALBANY COUNTY CLERK'S OFFICE
C/O BRUCE HIDLEY
COUNTY COURT HOUSE RM 128
16 EAGLE ST
ALBANY, NY 12207

We approved your report.

We approved your semiannual Form AU-202, *New York State Mortgage Tax Semiannual Report*, which we received on May 14, 2024.

The net amount of \$3,849,184.44 due to the respective tax districts is approved. You may submit the report to your County Legislative Body for their action, pursuant to Tax Law §261.

Questions?

- Visit our website
- Call Brandon Young at 518-862-6095

www.tax.ny.gov

County of Albany for the period:

0

Cash Statement for Taxes Collected Pursuant to Article 11

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

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

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of "Taxes Collected" as adjusted and corrected	6 Net Amount due each tax district
City of Albany	\$ 962,860.31			\$ 962,860.31	\$ 949,832.05
Town of Berne	\$ 14,944.50			\$ 14,944.50	\$ 14,742.29
Town of Bethlehem	\$ 955,292.99		\$ 10,665.17	\$ 944,627.82	\$ 931,846.26
Town of Coeymans	\$ 44,903.44			\$ 44,903.44	\$ 44,295.86
City of Cohoes	\$ 150,852.08			\$ 150,852.08	\$ 148,810.93
Town of Colonie	\$ 1,187,667.70		\$ 17.51	\$ 1,187,650.19	\$ 1,171,580.35
Town of Green Island	\$ 9,969.00			\$ 9,969.00	\$ 9,834.11
Town of Guilderland	\$ 338,377.32			\$ 338,377.32	\$ 333,798.81
Town of Knox	\$ 17,669.00			\$ 17,669.00	\$ 17,429.92
Town of New Scotland	\$ 110,561.72			\$ 110,561.72	\$ 109,065.73
Town of Rensselaerville	\$ 20,213.50			\$ 20,213.50	\$ 19,940.00
City of Watervliet	\$ 80,574.43			\$ 80,574.43	\$ 79,484.19
Town of Westerlo	\$ 18,778.00			\$ 18,778.00	\$ 18,523.92
Total tax districts: 13					
TOTALS:	\$ 3,901,981.31		\$ 10,682.68	\$ 3,901,981.31	\$ 3,849,184.42

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



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

PATRICK ALDERSON
DEPUTY COMMISSIONER

March 1, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Chairwoman Cunningham,

Legislative Authorization is requested to make several administrative adjustments to various departments' 2024 budgets, as shown on the attached spreadsheet. We were made aware of these issues after the budget was approved by the Legislature.

I look forward to discussing this at the next round of Legislative Committee meetings. If you have any questions before then, please reach out.

Sincerely yours,

M. David Reilly

Cc:

Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Amis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-5232, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for several administrative adjustments to the 2024 Budget

Date: 5/8/24
Submitted By: Dave Reilly
Department: Management & Budget
Title: Commissioner of Management & Budget
Phone: 518-447-5525
Department Rep.
Attending Meeting: Dave Reilly

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☒ Revenue

Increase Account/Line No.: See attached.
Source of Funds: See attached.
Title Change: See attached.

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: See attached.
Revenue Amount: \$818,659 in aggregate

Appropriation Account and Line: See attached.
Appropriation Amount: \$818,659 in net aggregate

Source of Funding - (Percentages)

Federal: 99%
State: 1%
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: 2023-144
Date of Adoption: 4/10/2023

Justification: (state briefly why legislative action is requested)

The Department of Management and Budget is requesting to make several administrative adjustments to various department's 2024 operating budgets. The changes are included in the attached budget amendment spreadsheet. The Department of Management and Budget was made aware of these adjustments after the 2024 Budget was adopted by the County Legislature. The adjustments are budget neutral, and reflect an aggregate net adjustment of \$818,659.

APPROPRIATIONS

FUND	ORG	BUDGET LINE	PROJECT	OBJ	POSITIONS ONLY	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
					CODE	CONTROL				
A	1170	19870			000					
A	1170	12038			001	150156				Temporary Help
										Floating Attorney FC
A	3110	16401			002	370142				Confidential Secretary
							\$2,060			
A	4610	16401			002	450017				Confidential Secretary
							\$2,094			
A	6119	16401			001	470133				Confidential Secretary
A	6119	16104			003	470309				Account Clerk II
A	6119	12212			002	470025				Senior Caseworker
A	6119	12375			001	470242				Contract Administrator
A	6119	12212			031	470022				Senior Caseworker
A	6010	12275			001	460682				Asst. Supv. Elig. Examiner
A	6010	12275			002	460683				Asst. Supv. Elig. Examiner
A	6010	12275			003	460684				Asst. Supv. Elig. Examiner
A	6010	12275			004	460684				Asst. Supv. Elig. Examiner
A	6100	44532								Medical Services Therapy
							\$150,822			
A	1680	13732			001	335059				Assistant Graphic Artist
							\$3,764			
A	1620	18116			001	310165				BUILDING MAINT HELP
A	1640	17236			001	320002				AUTO MECH FOREMAN I
A	1660	16614			004	330014				MESSENGER
							\$2,160			
A	4010	12331			002	400236				PUBLIC HLTH SAN II
A	4010	11014			001	400001				COMMISSIONER PUBLIC
A	4010	11114			001	400002				ASSISTANT COMMISSIONER
A	4010	11261			001	400004				DIRECTOR OF PUBLIC HEALTH
A	4010	12161			001	400014				PUBLIC HEALTH PLANN
A	4010	12138			001	400050				EPIDEMIOLOGIST
A	4010	11259			001	400106				ASST COMM FN ADMIN
A	4010	16401			001	400163				CONFIDENTIAL SECRETA
A	4010	16401			001	400164				CONFIDENTIAL SECRETA
A	4010	16197			001	400171				INSURANC BILLING MGR
A	4010	11264			001	400186				DIR PUB HLTH PLAN ED
A	4010	12138			001	400190				PH PREPAREDNS COORD
A	4010	12165			001	400190				PH PREPAREDNS COORD
A	4010	18005			001	400196				DENTIST PART TIME
A	4010	11903			001	400199				AST DIR PH NURSING
A	4010	12604			001	400206				ASSC PUB HLTH PLANNR
A	4010	12159			002	400214				PH PREPAREDNS COORD
A	4010	12147			002	400216				SCHOOL SPECIALIST
A	4010	12148			001	400217				GRANTS ADMINISTRATOR
A	4010	12193			001	400219				EPIDEM DATA ANALYST
A	4010	11266			001	410062				DIRECTOR EPPM
A	4010	11266								PHILIPPS UNIVERSITY
A	4010	19354			ART23					ENHANCED PAY
							\$1,570			
A	4310	12203			005	430230				STAFF SOCIAL WORKER II
A	4310	12204			011	430156				CASAC 40
A	4310	15183			003	430194				HLTH HOME CARE MANG
A	4310	12205			046	430146				STAFF SOCIAL WKR 40
							\$412			

[illegible]

ESTIMATED REVENUES									
BUDGET LINE		DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME		
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	STATE POS.	POSITION			
				CODE	CONTROL				
A	4322	04398	COS22	LEAD Funding		\$575,493	Mental Health		
A	4322	04398	COS20	LEAD Funding		\$85,971	Mental Health		
A	8020	03804		DEC GHG Inventory		\$10,500	Economic Development Conservation and Planning		
D	5110	04306		Homeland Security		\$146,705	\$146,705 Public Works		
TOTAL REVENUES						\$0	\$818,659		
GRAND TOTAL						\$1,525,642	\$1,525,642		

\$0