County of Albany

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

Meeting Agenda

Thursday, May 1, 2025

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. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

3. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

4. LOCAL LAW NO. “L” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

5. DECLARING REAL PROPERTY LOCATED AT 60 SOUTH PEARL STREET (TAX MAP NO. 76.42-4-23) IN THE CITY OF ALBANY NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING THE CONVEYANCE OF 60 SOUTH PEARL STREET IN THE CITY OF ALBANY

CURRENT BUSINESS:

6. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS MECHANICAL UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $3,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $3,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

7. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING A VEHICLE AND TRUCK REPLACEMENT PROJECT FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

8. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS BUILDING UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $7,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $7,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

9. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING COUNTY FACILITIES ROOF RENOVATIONS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $1,500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $1,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

10. AUTHORIZING THE ACCEPTANCE OF AND ENTER INTO AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF STATE REGARDING THE NYS SWIMS GRANT PROGRAM AND AMENDING THE 2025 ALBANY COUNTY BUDGET

11. PUBLIC HEARING ON PROPOSED MODIFICATIONS TO AGRICULTURAL DISTRICT NOS. 1, 2 AND 3

12. AUTHORIZING A CORRECTION TO THE TAX ROLLS FOR THE CITY OF ALBANY

13. AUTHORIZING CANCELLATION OF CERTAIN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 453 DELAWARE AVENUE IN THE CITY OF ALBANY AND CHARGE BACK OF THE AMOUNTS CREDITED IN CONNECTION WITH SAID LIENS

14. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 194 N LAVE AVE (TAX MAP NO. 65.47-5-30) IN THE CITY OF ALBANY

15. PUBLIC HEARING ON THE PROPOSED 2026-2030 ALBANY COUNTY CAPITAL PROGRAM

16. ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR 2026-2030

County of Albany

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

Meeting Minutes

Thursday, March 27, 2025

6:30 PM

Harold L. Joyce Albany County Office Building
Room 730

Audit and Finance Committee

PREVIOUS BUSINESS:

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

Excused: Maggie Alix

1. APPROVING PREVIOUS MEETING MINUTES

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

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

This proposal was tabled at the request of the Sponsor.

3. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

This proposal was tabled at the request of the Sponsor.

4. LOCAL LAW NO. “L” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

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

CURRENT BUSINESS:

5. AMENDING THE ALBANY COUNTY CODE TO REQUIRE A TWO-THIRDS MAJORITY TO ADOPT A TAX INCREASE

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

6. FINALIZING THE ACCOUNTING OF 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.

7. AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM WORKFORCE DEVELOPMENT INSTITUTE INC AND AUTHORIZING AN AGREEMENT WITH TSI INCORPORATED REGARDING THE PURCHASE OF RESPIRATOR TESTING EQUIPMENT AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER AND AMENDING THE 2025 ALBANY COUNTY BUDGET

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

8. AMENDING THE 2025 ALBANY COUNTY BUDGET: ADMINISTRATIVE ADJUSTMENTS

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

9. ADOPTING AN UPDATED DISPOSITION PLAN BY ALBANY COUNTY FOR REAL PROPERTY ACQUIRED THROUGH THE 'IN REM' DELINQUENT TAX FORECLOSURE PROCESS

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

10. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS MECHANICAL UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $3,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $3,000,000 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.

11. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING A VEHICLE AND TRUCK REPLACEMENT PROJECT FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $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.

12. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS BUILDING UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $7,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $7,000,000 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.

13. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING COUNTY FACILITIES ROOF RENOVATIONS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $1,500,000, APPROPRIATING SAID AMOUNT THEREFORE, 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.

14. AUTHORIZING THE CORRECTION OF REAL PROPERTY TAXES IN THE TOWN OF COLONIE

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

15. AUTHORIZING THE CORRECTION OF REAL PROPERTY TAXES IN THE CITY OF ALBANY

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

16. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH RESERVOIR ROAD SOLAR, LLC REGARDING REAL PROPERTY LOCATED AT ROUTE 156 (TAX MAP NO. 47.-1-27) IN THE TOWN OF KNOX

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

17. MAKING A SEQR DETERMINATION AND AUTHORIZING THE PURCHASE OF PARCELS OF REAL PROPERTY IN THE CITY OF ALBANY

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

18. DECLARING REAL PROPERTY LOCATED AT 60 SOUTH PEARL STREET (TAX MAP NO. 76.42-4-23) IN THE CITY OF ALBANY NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING THE CONVEYANCE OF 60 SOUTH PEARL STREET IN THE CITY OF ALBANY

This proposal was tabled at the request of the Committee.

LOCAL LAW NO. "L" FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

Introduced: 7/8/24
By Reidy:

A Local Law creating Chapter 112 of the Code of the County of Albany, entitled **Arts and Culture**, and Article 1 of such Chapter, entitled **Public Art Fund**, to provide public financial support for public art in Albany County.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Chapter Creation.

Chapter 112, **Arts and Culture** is hereby created.

Chapter 112, Article I, **Public Art Fund**, is hereby created.

Section 2. § 112-1, Title.

This Local Law shall be known as the "Albany County Matthew Peter Public Art Law."

Section 3. § 112-2, Legislative Intent.

The Albany County Legislature hereby finds and determines that art is essential to the human experience and should be accessible to all County residents.

The Legislature further finds and determines that, in addition to aesthetic value, public art installations provide a community-building effect that evoke empathy, understanding, identity, and a sense of belonging.

The Legislature further finds and determines that public art is an indispensable tool combat blight, promote mental and physical health, deter criminal activity, and increase public safety in communities.

The Legislature further finds and determines that public art allows the community to participate in the creation of public spaces and is a powerful way to increase neighborhood pride and identity, foster social bonds, and provide access to art for all people regardless of their circumstance.

The Legislature further finds and determines that public art brings economic benefits such as increased tourism and new jobs by encouraging pedestrian activity, improving the viability of local businesses, and stimulating the local creative economy.

The Legislature further finds and determines that local artists should be valued for their work and provided opportunities to use their essential talents and skills to better the County in exchange for fair compensation.

The Legislature further finds and determines that due to the aforementioned reasons, Albany County would benefit greatly from the creation of a funding mechanism for public art related to certain County capital construction projects.

Section 4. § 112-3, Definitions.

"Public Art" includes any application of artistic skill to the production of tangible objects according to aesthetic principles. "Public Art" includes, but is not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, fountains, streetscapes, drawings, ceramics, topiary, and other decorative public use features.

"Capital Projects" includes:

(a) New construction of a building or of additional space added to a building; and/or

(b) Any reconstruction or renovation of a building or part of a building, whether financed through the issuance of bonds, pay-as-you-go funding, or other non-County funding sources.

"Projects" shall not include those which are solely for rehabilitation of equipment.

"Cost of a Project" includes design, architectural and engineering fees, site work, construction, and contingency allowances for a project.

"Public Art Fund" means a fund to which 1 percent of the value of a new capital project, up to a maximum of $10,000 for each capital project, will be allocated to fund public art initiatives in Albany County.

"Board" refers to the Public Art Board of Directors.

"Master Public Art Plan" means the annual plan drafted by the Public Art Committee to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines.

Section 5. § 112-4, Public Art Fund.

Capital projects that are $250,000 or greater, whether funded by capital funds or operating funds, shall include the appropriation of funds equal to 1 percent of the cost of the project, with said funds to be appropriated for the acquisition, maintenance, and management of public art, except where the appropriating resolution, bond resolution, or budget may provide otherwise; provided, however, that, where applicable, such amount shall be reduced to the extent that state funds, Federal funds, and funding derived from water rates, water quality treatment charges, sewer rents and sewage, wastewater and refuse collection charges in the County, are not authorized to be used for such purpose. The maximum allocated for public art shall be $10,000 from each eligible capital project.

A public art fund shall be created by the Department of Management and Budget to hold funds for implementation of the projects finalized in the Master Public Art Plan and/or projects chosen by the Public Art Board of Directors. The fund shall be known as the "Matthew Peter Public Art Fund" in memory of the late Legislator Matthew Peter who championed public art projects in the City of Albany.

The use of any funds appropriated for any project for public art purposes shall be in accordance with the Master Public Art Plan, except that any such funds provided from the proceeds of County serial bonds or notes shall be used only for public art purposes related to the project for which such bonds or notes were authorized. To the extent the total appropriation of a project is not used for the acquisition of works of art for said project, upon the approval of the County Legislature, the remainder may be used for:

(a) Arts program administrative costs, insurance costs, or the repair and maintenance of any artwork acquired under this law; or
(b) Supplementing other appropriations for the acquisition of artwork under this law or to place artwork in or near government facilities which have already been constructed.

Section 6. § 112-5, Public Art Board of Directors.

A. There shall be Public Art Board of Directors, henceforth referred to as the Board, consisting of five voting members. The County Executive shall appoint one member, the Majority Leader of the Legislature shall appoint two members, the Chair of the Legislative Black Caucus shall appoint one member, and the full County Legislature shall appoint one member. All five members shall be subject to confirmation by the Legislature. The Board shall appoint a Chair from its membership to serve a one-year term.

B. All Board members shall be experts in the fields of art, art history, architecture, or architectural history. Members must be residents of Albany County and may not be a County employee or officer or serve on any other

County advisory boards. Members shall be professionally associated with local visual arts groups, such as art galleries or art schools, or have at least 10 years of experience creating professional art.

C. In addition to the five voting Board members, the County Executive, the Chair of the Legislature, the Chair of the Legislature's Public Works Committee, and the Majority Leader of the Legislature, or their designees, shall serve as ex officio members of the Board.

D. The Board shall choose the method of acquisition of public art for each project. Methods of acquisition may include, but are not limited to, projects of preexisting art, direct commission, art competition, request for proposals, or acceptance of donations.

E. For each project, the Board may convene a panel comprised of at least three Board members, one of whom shall be designated panel Chair. The Board may also appoint additional art experts to serve as members of the project panel. The Board may appoint additional members to the panel to serve as advisors, such as community representatives, County employees, project managers, or others who will have frequent contact with the public art when it is completed. An architect or engineer shall be an ex officio member of each panel. The panel shall review the scope of each project and shall make recommendations to the Board on the nature of the public art to be considered for the project, the method of acquisition for each project, the specific artist and the specific art for each project, and what portion of the budget for each project shall be used for refurbishing or restoring existing works of art or to be set aside for the maintenance of a work of art.

F. The acquisition and siting of all artwork shall be subject to legislative approval.

G. Ownership and title of all works of public art acquired by the County under this Local Law shall be vested in the County of Albany.

H. The Board shall create by-laws, subject to legislative approval, which will govern the conduct and operations of the Board.

I. The Albany County Department of Economic Development and Planning shall serve as coordinator for the program and provide staff support to the Board.

J. The Board shall deliver an annual report to the County Legislature detailing its operations, Master Public Art Plan, and art created under its authority.

Section 7. § 112-6, Master Public Art Plan.

The Board shall prepare an annual Master Public Art Plan ("Plan"), subject to legislative approval, to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines. The Board shall hold a public hearing on the Master Public Art Plan prior to its approval. The Master Public Art Plan shall be approved by the Board and submitted to the legislature annually by March 1.

(a) All acquisitions and sales of public art shall be in accordance with the Master Public Art Plan. The Board shall recommend acquisitions and the hiring of artists in addition to overseeing the public education and curatorial aspects of the acquisition program.

(b) The Plan shall make all efforts to be equitable and include artists from a variety of different backgrounds for public art projects. The siting of these projects shall be County-wide, but shall include efforts to place art in underserved areas.

(c) The Plan shall make all efforts to utilize artists who are County residents.

(d) The Plan shall emphasize the importance of fair and adequate compensation for artists.

(e) The Plan shall be voted on by the Legislature and presented to the Department of Economic Development and Planning by May 1st each year.

(f) The Board shall, through the Plan and its acquisition program, make best efforts to call for artist submissions and publicize the intention to find appropriate art within 30 days of the Plan's approval each year.

(g) Final contracts to authorize public art contracts and the hiring of artists are subject to approval by the Albany County Legislature.

Section 8. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this Local Law or its application shall be adjudged by a 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 which shall remain in full force and effect except as limited by such order or judgment.

Section 9. 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 10. Effective Date.

This Local Law shall take effect immediately following its filing with the Office of the Secretary of State.

RESOLUTION NO. 420

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

Introduced: 7/8/24
By Reidy:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "L" for 2024, "A Local Law of the County of Albany, New York Establishing Chapter 112 of the Albany County Code to Create a Public Art Fund" to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, July 23, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 494

REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

Introduced: 8/12/24
By: Drake, Burgdorf, Mauriello

WHEREAS, Resolution No. 374 for 2024, adopted by the Albany County Legislature on July 8th, 2024, requested a site feasibility study of the placement of public use electric vehicle charging stations on various County properties, and

WHEREAS, Resolution No. 374 of 2024 spoke primarily to the need of Albany County to survey what County properties, if any, would be suitable for hosting public use electric vehicle charging stations without consideration for the long-term fiscal sustainability of public use charging stations, specifically with regard to the installation, maintenance, and continued use of such stations, and

WHEREAS, While creating incentives for the adoption of electric vehicles is laudable, additional detail is necessary for the Legislature to properly make a determination regarding the adoption of County-operated electric vehicle charging stations, now, therefore, be it

RESOLVED, That this Honorable Body requests that the Department of General Services conduct a study on the fiscal sustainability of the installation of public use electric vehicle charging stations on vacant County properties; said study shall examine existing availability of public use chargers near County owned properties, the projected cost of installation of charging stations, the annual maintenance and projected electricity costs associated with such stations, the County funding source(s) which will cover these projected costs, projected revenues generated from fees on charging station usage, and any other issues determined by the Department to be necessary for implementation and long-term sustainability of said stations, and, be it further

RESOLVED, That the Department of General Services report its findings by August 30, 2025 so that, if feasible, the costs of such investment and any potential revenues can be made a part of the 2026 Albany County budget discussions, and be it further

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

Referred to Public Works and Audit and Finance Committees – 8/12/24
Negative Recommendation Public Works Committee – 8/27/24

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

February 5, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Chairwoman Cunningham,

The Albany County Executive's Office requests permission to designate 60 S Pearl as surplus property for the purpose of selling the building. The building will be sold to Liberty Park Development, LLC for the amount of $1,489,000. This building is nearing the end of its service life as it requires a large number of infrastructure improvements that will be extremely costly. Rather than continuing to house the Probation Department at this location, they will be relocated so the building can be sold for the highest and best use. This may include development for increased economic activity in the heart of downtown as the property is across the street from the MVP Arena.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-5681, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Requesting the designation of 60 South Pearl Street (Mercantile building) as surplus property and authorizing its sale

Date: 7/1/24
Department: CEO
Attending Meeting: Michael Lalli
Submitted By: Michael Lalli
Title: Director of Operations
Phone: 518-447-5642

Purpose of Request: Property Conveyance Designation of a County owned building as surplus property

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Liberty Park Redevelopment, LLC

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $1,489,000.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: A.1310.0.1052
Revenue Amount: $1,489,000.00
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date:	Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Request to designate 60 South Pearl (Mercantile Building) as surplus property and sell said property to Liberty Park Development, LLC in the amount of $1,489,000.00. This building is reaching the end of its service life and requires infrastructure improvements. Furthermore, the building would serve better use developed for economic improvement in the downtown area, being directly across from the MVP arena in the heart of Albany.

GAR Associates LLC
EST. 1961

LIMITED SCOPE APPRAISAL REPORT
A GENERAL OFFICE BUILDING
60 SOUTH PEARL STREET
CITY OF ALBANY, ALBANY COUNTY, NY
ZIP CODE: 12207

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:	September 14, 2023
DATE OF VALUATION:	September 14, 2023
GAR FILE NO.:	2023265-B

GAR Associates LLC
EST. 1961

Real Estate Appraisers and Consultants

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

October 4, 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 General Office Building
60 South Pearl Street
City of Albany, NY 12207
GAR File No.: 2023265-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: There are no *"extraordinary assumptions"* or *"hypothetical conditions"* being made in this report.

Client, Intended Use, Intended Users:

The client is Albany County. The *"intended use"* of the appraisal is internal asset management. 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 4-story, masonry, general office building containing 35,384 sf, constructed in 1899, which is situated on a 9,702 sf, or 0.22 acre site. Site improvements are limited to concrete sidewalks and curbs, which were in average condition at the time of inspection.

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
October 4, 2023

Page Two

The property is located on the northeast corner of South Pearl Street and Hudson Avenue in the City of Albany, Albany County, NY. The neighborhood is broadly defined as a mixed commercial/retail, professional office and multi-family residential district in close proximity to Downtown Albany and the central business district. There are nearby entertainment facilities (MVP Arena) and government offices/buildings, as well as close proximity to thruway access.

As of the date of valuation, the property was owner-occupied by the Albany County Department of Probation.

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, income capitalization 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	September 14, 2023	**$2,830,000**

Respectfully submitted,

GAR ASSOCIATES LLC

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

STATEMENT OF BASIC ASSUMPTIONS AND LIMITING CONDITIONS

FOR THE PURPOSE OF THIS APPRAISAL IT IS ASSUMED:

1. That the title to the property is marketable.
2. That the property is free and clear of all liens.
3. That there are no encumbrances or defects of title.
4. That there is and will continue to be responsible ownership and competent management.

THE APPRAISAL IS MADE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

1. No responsibility is assumed for matters of a legal nature.

2. Unless otherwise stated in this report, no responsibility is assumed for adverse subsurface soil conditions or environmental concerns; soil conditions are assumed stable and free of any natural or man-made contaminants.

3. Unless otherwise stated in this report, it is assumed that there are no wetlands impacting the property.

4. Unless otherwise stated in this report, it is assumed that there are no known adverse easements or encroachments impacting the property.

5. If improved, the building(s) is assumed free of any hazardous building materials (e.g. asbestos, urea formaldehyde) unless otherwise stated in this report.

6. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.

7. No engineering survey of the property was made, and the appraiser assumes no responsibility in this connection. The sketches in this report are approximate only, included to assist the reader in visualizing the property.

8. This appraisal was made for the purpose stated and should not be used for any other purpose.

9. The values assigned to the land and improvements are their value in relation to each other and should not be used separately.

10. The appraiser is not required to give testimony or attendance in court or any hearing unless arrangements have been made in advance of the acceptance of the appraisal assignment and the fees are based upon this knowledge by the appraiser. If this knowledge is not known at the time of employment, then negotiations must be made with the appraiser at the time the knowledge becomes known or the appraiser may decline to testify and permission to use the appraisal for any purpose may be withdrawn.

11. In instances of new construction, additions, rehabilitation and remodeling of improvements, we assume compliance with state and local building codes with respect to design and construction materials.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication.

13. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA (American Disabilities Act). It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the ACT. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

14. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.

15. It is assumed that all required licenses, certificates of occupancy and other legislative or other administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report are based.

The undersigned does hereby certify that, to the best of his knowledge and belief, except as otherwise stated in this appraisal report:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, and unbiased professional analysis, opinions and conclusions of David M. Barnett, MAI, SRA.

3. We have no current nor prospective bias with respect to the property that is the subject of this report or the parties involved with this assignment.

4. We possess relevant knowledge and experience to competently complete this assignment. We have no present or prospective interest with respect to the property that is the subject of this report and no personal interest with respect to the parties involved.

5. Our engagement in this appraisal was not contingent upon developing or reporting predetermined results.

6. Our compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and conforms with the Uniform Standards of Professional Appraisal Practice (USPAP).

8. The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.

9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI, SRPA, SRA, designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

10. David M. Barnett, MAI, SRA has made a personal interior and exterior inspection of the property that is the subject of this report.

11. As of the date of this report, David M. Barnett, MAI, SRA has completed the continuing education program for Designated members of the Appraisal Institute.

12. David M. Barnett, MAI, SRA is a State Certified General Appraiser in the State of New York.

13. Alexis D. Deakin (NYS Appraiser Assistant #48-53467) provided significant real property appraisal assistance to the person signing this Certification, including salient fact research, initial report set-up, comparable market data research, quality control, and report processing.

14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

15. A *"Limited Scope Appraisal Report"* has been prepared, consistent with the scope of work.

16. The undersigned has performed no services, as appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

17. The appraisers are competent to appraise this property, having appraised similar properties in the regional subject market and in the subject County. They have the ability to properly identify the valuation problems associated with this type property and are compliant with the laws and regulations that apply to this assignment.

18. Our appraisers shall not provide a copy of this written Appraisal Report to, or disclose the results of this appraisal with any party other than Client, unless Client authorizes in writing, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

19. 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	September 14, 2023	**$2,830,000**

David M. Barnett, MAI, SRA
President, Government Division
NYS Certificate No. 46-50315

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ADDENDA

- CLIENT ENGAGEMENT LETTER
- IMPROVED COMPARABLES
- QUALIFICATIONS OF THE APPRAISER

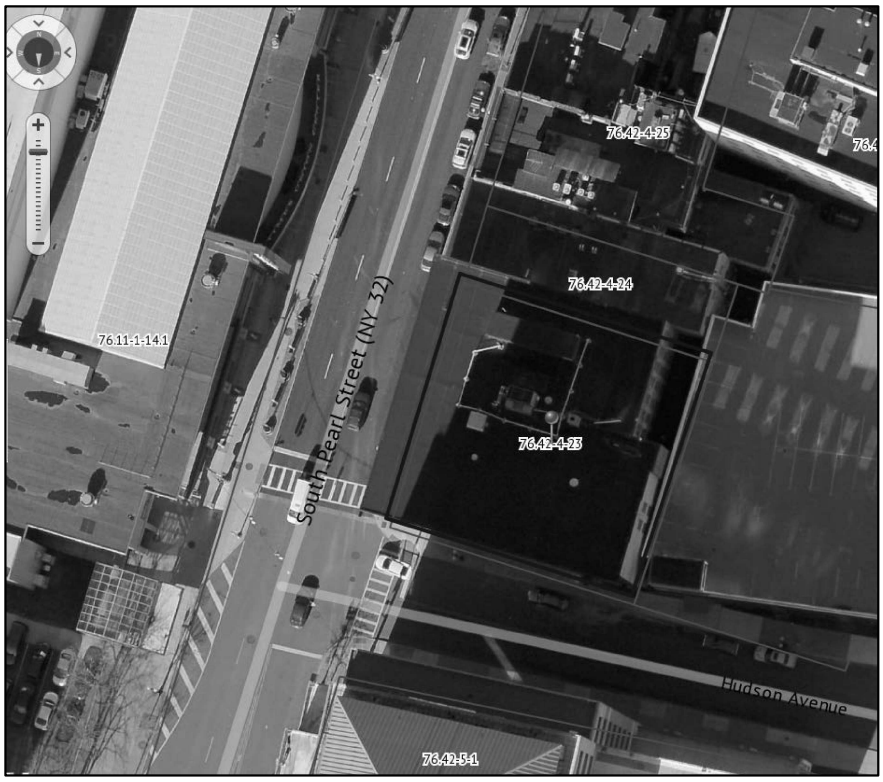
Property Type:	Office
Property Sub-Type:	General Office
Design:	Single-User
Occupancy:	Owner-Occupied
Property Address:	60 South Pearl Street
Municipality/County/State:	City of Albany, Albany NY
Section, Block & Lot No.:	76.42-4-23
Property Rights Appraised:	Fee Simple Estate
Owner:	Albany County
Sales Within Past 5 Years:	None
Pending Sale:	No. The appraiser is unaware of any pending sale contracts.
Listing:	No
Land Area:	9,702 sf, or 0.22 acre
Corner:	Yes - Signalized
Exposure:	Good
Utilities:	All public
Off-Street Parking:	None
Site Improvements Condition:	Average
Site Functionality:	Average
FEMA Flood Plain:	No, Zone X, Panel No. 36001C0194D, Date: March 16, 2015
Zoning:	C3: Commercial
Neighborhood:	

Number of Buildings:	1		
Gross Building Area:	35,384 sf		
Year Built:	1899	**No. of Stories:**	4
Construction Type/Frame:	Masonry	**Excavation:**	Fully excavated
Roof Cover:	Rubberized	**Sprinkler System:**	100% sprinklered
Heating & Cooling:	Roof-top HVAC system	**Elevators:**	Yes
Electrical Service:	Adequate		
Functional Utility:	Average		
Quality:	Average		
Condition:	Average		
Deferred Maintenance:	None observed		

Assessment:	$2,279,800 (land portion is $102,800)
Equalization Rate:	70.83%
Total Equalized Assessment:	$3,218,693
Highest & Best Use "As Improved":	Continued General Office Use
Date of Property Inspection:	September 14, 2023
Date of Property Valuation - As Is:	September 14, 2023
Marketing Time:	6-8 Months

VALUE CONCLUSION

Value Scenario	Interest	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	September 14, 2023	**$2,830,000**



Aerial Photograph - Courtesy of *Explorer.Pictometry.com*

Subject as of September 14, 2023

Street Scene on South Pearl Street

Street Scene on South Pearl Street

Street Scene on Hudson Avenue

60 South Pearl Street
09/14/2023

BRANNOCK
09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

09/14/2023

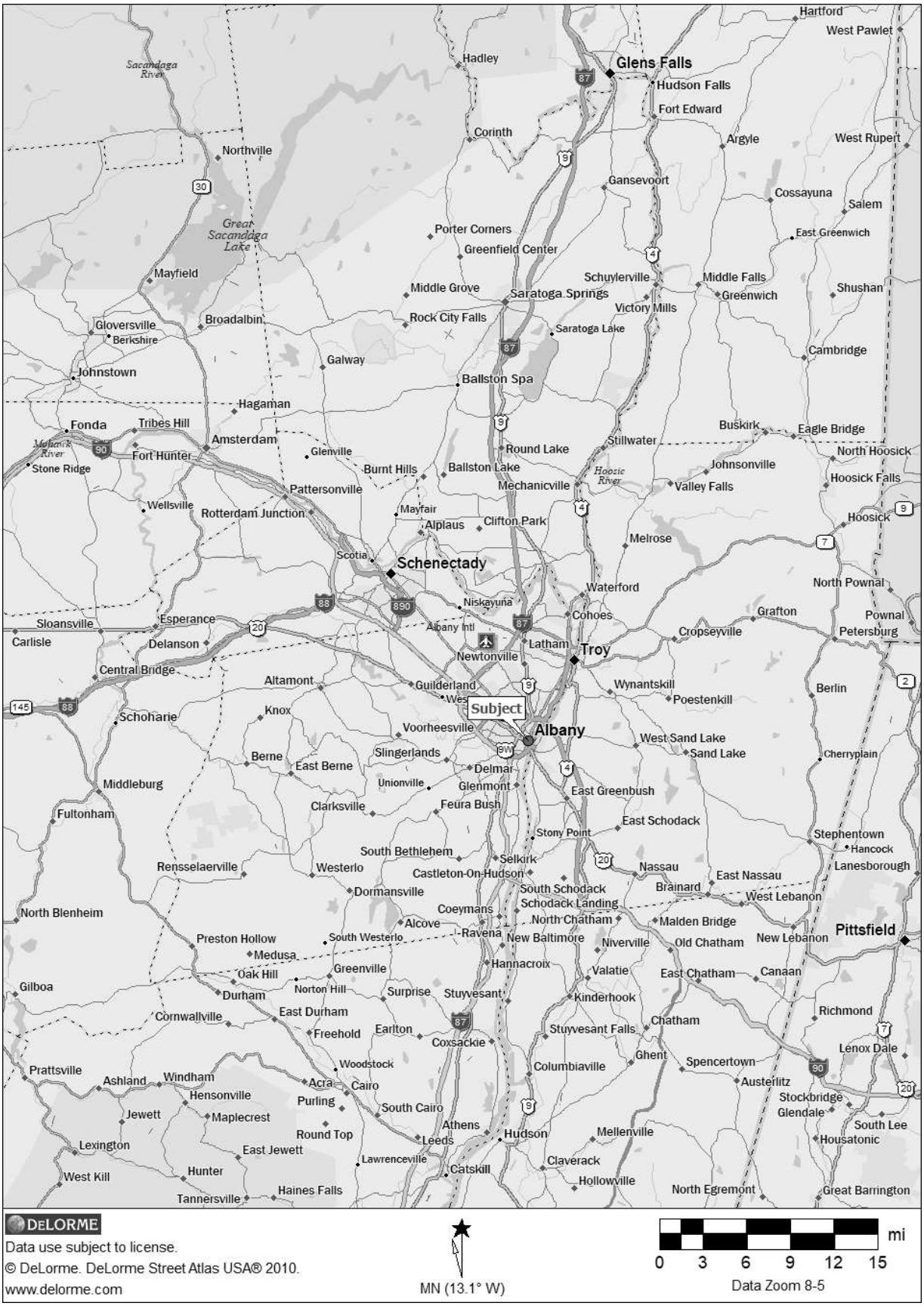
09/14/2023

Basement

Basement mechanicals

Basement mechanicals

Owner as of Valuation Date:	Albany County
Transfers Within the Past Five Years:	None
Other Recent Transfers:	None
Pending Sale/Under Contract:	None
Current Listing:	None


Hartford
West Pawlet
Glens Falls
Hudson Falls
Fort Edward
Hadley
Corinth
Argyle
West Rupert
Northville
Gansevoort
Cossayuna
Salem
Sacandaga River
Great Sacandaga Lake
Porter Corners
Greenfield Center
East Greenwich
Mayfield
Schuylerville
Middle Falls
Middle Grove
Saratoga Springs
Greenwich
Shushan
Victory Mills
Gloversville
Broadalbin
Rock City Falls
Saratoga Lake
Berkshire
Cambridge
Galway
Johnstown
Ballston Spa
Hagaman
Fonda
Tribes Hill
Buskirk
Eagle Bridge
Amsterdam
Stillwater
Mohawk River
Fort Hunter
Glenville
Round Lake
North Hoosick
Stone Ridge
Burnt Hills
Ballston Lake
Hoosic River
Johnsonville
Hoosick Falls
Pattersonville
Mechanicville
Valley Falls
Wellsville
Rotterdam Junction
Mayfair
Alplaus
Clifton Park
Hoosick
Melrose
Scotia
Schenectady
Waterford
North Pownal
Niskayuna
Cohoes
Grafton
Pownal
Sloansville
Esperance
Albany Intl
Cropseyville
Petersburg
Carlisle
Delanson
Latham
Troy
Newtonville
Central Bridge
Altamont
Guilderland
Wynantskill
Berlin
Poestenkill
Subject
Schoharie
Knox
Voorheesville
Albany
West Sand Lake
Sand Lake
Berne
Slingerlands
East Berne
Cherryplain
Delmar
Middleburg
Unionville
Glenmont
East Greenbush
Clarksville
Feura Bush
Fultonham
East Schodack
Stony Point
Stephentown
Hancock
South Bethlehem
Selkirk
Lanesborough
Rensselaerville
Westerlo
Castleton-On-Hudson
Nassau
East Nassau
Dormansville
South Schodack
Brainard
West Lebanon
Schodack Landing
North Blenheim
Coeymans
North Chatham
Malden Bridge
Alcove
Ravena
New Baltimore
Niverville
Old Chatham
New Lebanon
Pittsfield
Preston Hollow
South Westerlo
Medusa
Hannacroix
Valatie
East Chatham
Canaan
Oak Hill
Greenville
Gilboa
Norton Hill
Surprise
Stuyvesant
Kinderhook
Durham
East Durham
Richmond
Cornwallville
Freehold
Earlton
Stuyvesant Falls
Chatham
Coxsackie
Lenox Dale
Ghent
Spencertown
Woodstock
Columbiaville
Prattsville
Ashland
Windham
Acra
Cairo
Austerlitz
Hensonville
Purling
Stockbridge
Glendale
Jewett
Maplecrest
South Cairo
Athens
Hudson
Mellenville
South Lee
Round Top
Leeds
Housatonic
Lexington
East Jewett
Lawrenceville
Claverack
Hunter
Catskill
West Kill
Hollowville
Haines Falls
North Egremont
Great Barrington
Tannersville
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Subject
Albany
HAWK ST
STATE ST
WASHINGTON AVE
ELK ST
EAGLE ST
COLUMBIA ST
LODGE ST
STEUBEN ST
CORNING PL
CHAPEL ST
MAIDEN LN
PINE ST
JAMES ST
N PEARL ST
ORANGE ST
VAN TROMP ST
MONTGOMERY ST
PARK ST
LANCASTER ST
HOWARD ST
WENDELL ST
BEAVER ST
NORTON ST
EMPIRE STATE PLAZA EXTENSION
PHILIP ST
HAMILTON ST
GRAND ST
MADISON PL
VAN ZANDT ST
FULTON ST
WILBUR ST
MYRTLE AVE
ASH GROVE PL
CHARLES ST
PARK AVE
TRINITY PL
ARCH ST
FRANKLIN ST
BLEEKER ST
HERKIMER ST
S LANSING ST
JOHN ST
GREEN ST
DONGAN AVE
HUDSON AVE
DALLIUS ST
DIVISION ST
LIBERTY ST
PRUYN ST
BROADWAY
DEAN ST
FRONTAGE RD
QUAY ST
Capital Repertory Co / Main Ofc
Hampton Inn & Suites Albany
Hampton Inn & Suites Albany-Downtown Ny
Yono's Restaurant
Victory Cafe
Encon Coffee Shop
Blue 82
Big Brewing Company
Railroads of New York
Bayou Cafe Downtown
Bayou Cafe
Albany Ventures Inc
Jillian's
Pizzeria Fifty Four
Greenhouse Salad Inc
Subway / Albany
Crowne Plaza Hotel
Quiznos
Cape Cod Fish Fry & Seafood Co
112 Deli Restaurant
Jim's Place
Barbie-Lee Catering Consultants
Daniel's At Ogdens
Maurice's Pearl St Delicatessen
AMO La Bella New York Restaurant
AA Menands Self Storage
Jack's Famous Oysters Exotic Oysters Ltd
Pagliaccis
Lam's Chinese Kitchen
Pizzeria Sapienza
Keratzes Thos Restrnt
USS Slater
Hudson Harbor Steak & Seafood Llc
Casa Oaxaca
Cafe Capriccio
Hill St Cafe Inc
Gaspary's Restrnt
Golden Dragon
McDonald's Corporation / McDonald's Restaurants / Albany Area / Cor Pearl & Madi
Edith's American & Caribbean Cuisine
Angel's Cafe B & B Llc
Simply Fish
First Capital Hotels
Albany County Sheriffs Dept
Mc Geary's Restaurant
Albany Port RR Corp
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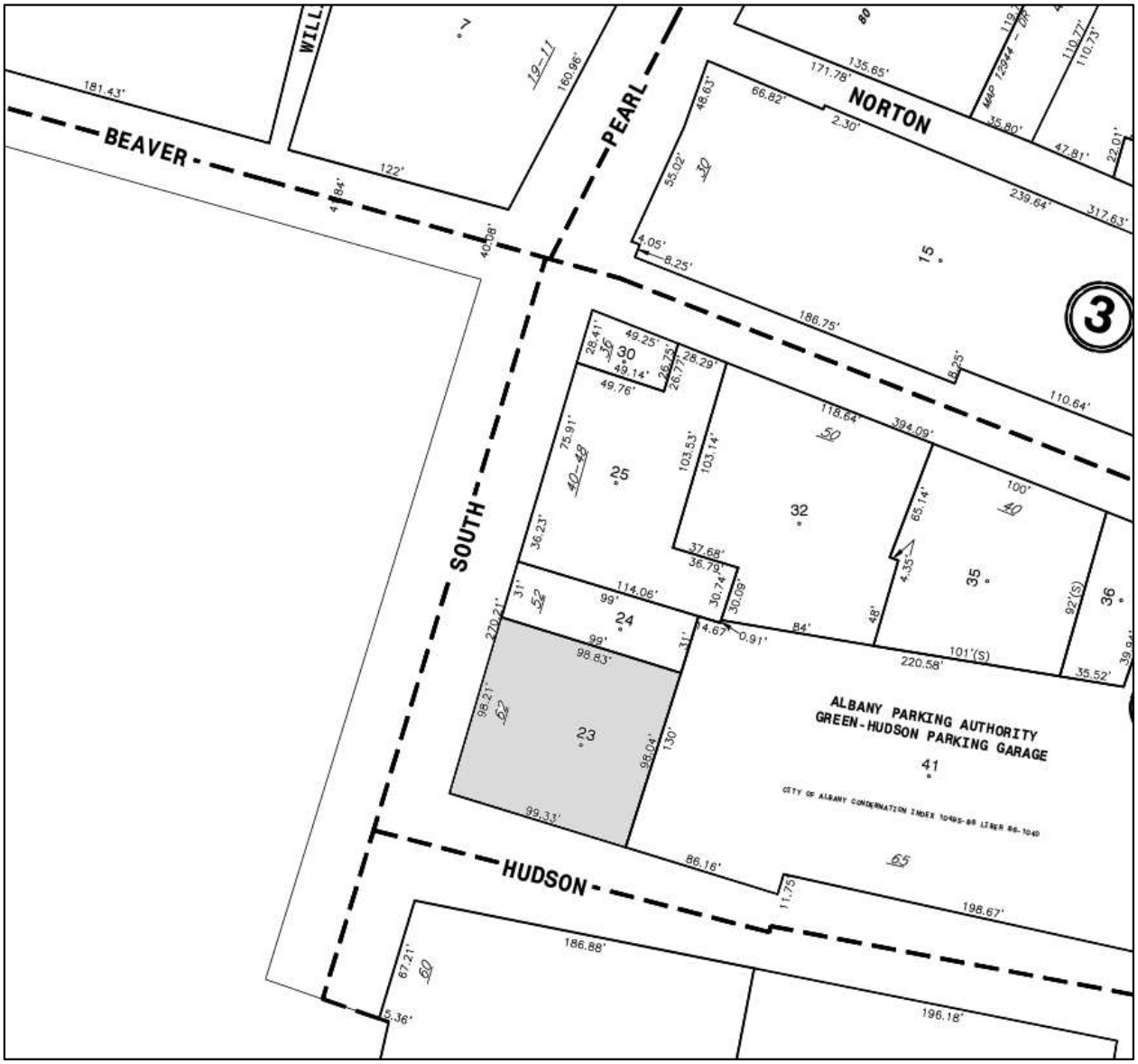
BEAVER
PEARL
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SOUTH
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ALBANY PARKING AUTHORITY
GREEN-HUDSON PARKING GARAGE

Approaches to Value

Market value is defined as the most probable price at which a property will exchange in the open market between a willing buyer and seller. Another definition that is equally appropriate is the "present worth of future benefits." The purpose of any appraisal is to opine a predicted price that a knowledgeable purchaser would pay, today, for the future productivity of the property. Therefore, the appraisal process is merely a method by which the present value of future productivity is determined. The analysis requisite to making accurate opinions of market value generally relies on two interdependent processes.

Statistical Inference

- The mathematical processing of historical market data to draw inference application to present and future market prices.

Market Simulation

- Involves the construction of a real estate market "model" to evaluate those factors, which will affect price levels (e.g., supply, demand, competition).

Basically, the appraisal process is an interpretation of the body of market data and the translation of market behavior into an estimation of the value of a property.

Having concluded the highest and best use of the property, we examined appropriate market data for the purpose of selecting the appropriate approach or approaches to be used in the valuation of the property (i.e., cost approach, sales comparison approach, income capitalization approach).

The sales comparison approach is applied due to the availability of comparable sales and applicability of this approach for similar property types.

The income capitalization approach is applied due to the potential income producing/investment characteristics of the property along with the availability of rental comparables and other income capitalization approach market data.

The cost approach is not applied due to the older age of the improvements and difficulty in accurately estimating depreciation.

Definition - Market Value - The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

---

[1] SOURCE: (12 C.F.R. Part 34.42 (g); 55 Federal Register 34696, August 24, 1990; as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

[*] SOURCE: The Appraisal of Real Estate; 14th Edition

Introduction

The sales comparison approach is a method of estimating market value whereby a property is compared with commensurate properties that have sold recently, or properties that are currently listed for sale. Sale prices are determined by supply and demand factors. When adequate data is available, this approach is typically one of the more accurate and reliable methods of estimating value for properties similar to the subject.

Recent sales of comparable properties are analyzed and adjusted to the subject property for significant items of variance. The differences in real property rights conveyed, financing terms, conditions of sale, market conditions (time), location, physical characteristics, land area, building area and functional utility can account for sale price variations.

Analysis & Valuation

Comparables have been researched from the subject market. The comparable search has focused on general office buildings within the City of Albany. If necessary, comparables were also researched from the expanded subject market including the nearby Town of Colonie.

Illustrated on the following page is a summary of comparables to be used in the analysis with details in the Addendum.

Comparable Sales Summary

Comp #	Address	County	Building Use	Sale Date	Sale Price	Year Built	Building SF	Land Area SF /AC Land/Bldg. Ratio	Price / SF
1	10 North Pearl Street City of Albany, NY	Albany	General Office	7/22/2022	$1,500,000	1972	38,056 sf	11,286 sf/ 0.26 ac 0.30:1	$39.42
2	39 North Pearl Street City of Albany, NY	Albany	General Office	2/25/2022	$2,100,000	1920	51,204 sf	16,480 sf/ 0.38 ac 0.32:1	$41.01
3	5 Washington Sq City of Albany, NY	Albany	General Office	12/6/2019	$1,950,000	1986	30,372 sf	118,048 sf/ 2.71 ac 3.89:1	$64.20
4	8 British American Blvd Town of Colonie, NY	Albany	General Office	3/19/2021	$3,550,000	1992	51,438 sf	217,800 sf/ 5.00 ac 4.23:1	$69.02
5	126 State Street City of Albany, NY	Albany	General Office	Listing	$3,900,000	1918	40,733 sf	31,369 sf/ 0.72 ac 0.77:1	$95.75
6	40 Beaver St City of Albany, NY	Albany	General Office	1/16/2020	$2,982,103	1920	28,196 sf	10,454 sf/ 0.24 ac 0.37:1	$105.76
			Report Averages:		**$2,663,684**	**1951**	**40,000 sf**	**67,573 sf/ 1.55 ac 1.65:1**	**$69.19**
Subject	60 South Pearl Street Albany, NY	Albany	General Office	NA	NA	1899	35,384 sf	9,702 sf/ 0.22 ac 0.27:1	NA

Comp 1
Comp 2
Comp 3
Comp 4
Comp 5
Comp 6
Subject
Albany
Latham
Newtonville
Loudonville
Colonie
Roessleville
Westmere
Rensselaer
Albany Intl
Whitney Estates
Washington Park
North Bethlehem
Karner
Karlsfeld
COLUMBIA ST
JOHNSON RD
DENISON RD
KABALIAN DR
WATERVLIET SHAKER RD
CONSAUL RD
ALBANY ST
ACCESS RD
ALBANY SHAKER
SR 155
HUNTING RD
LOCUST PARK
NEW KARNER RD
LINCOLN AVE
RAPP RD
CR 153
SAND CREEK RD
OLD NISKAYUNA RD
CR 154
FULLER RD
MCNUTT AVE
OSBORNE RD
CR 155
EXCHANGE ST
CORPORATE WOODS BLVD
VAN RENSSELAER BLVD
BROADWAY
CR 203
CHURCH RD
CR 204
SOCRING RD
CAMPUS ACCESS
THOMAS E DEWEY THWY
DAYTON AVE
BELVIDERE AVE
MANNING BLVD
S ALLEN ST
MC PHERSON TER
LIVINGSTON AVE
WESTERN AVE
KRUMKILL RD
ROCKINGHAM DR
SLINGERLANDS BYP
BLESSING RD
NEW SCOTLAND AVE
WHITEHALL RD
MORTON AVE
2ND AVE
MAHER RD
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Analysis of Adjustments

Adjustments for property rights conveyed, financing, conditions of sale (motivations), and market conditions (time) are all considered but no adjustments are deemed necessary. The comps involved the conveyance of fee simple or equivalent leased fee property rights, typical financing terms, arm's length transactions and improving market conditions similar.

A downward adjustment is made to the current listing comp 5 reflecting typical buyer-seller negotiations.

Other adjustments have been considered for location, physical characteristics (condition/age/utility), building area and land area/parking.

Conclusion - Sales Comparison Approach

Before adjustments, the comparables indicate the following measures as central tendency:

Metric	Unadjusted Price/SF
Unadjusted Range:	$39.42 - $105.76
Unadjusted Mean:	$69.19
Unadjusted Median:	$66.61

In conclusion, some consideration is given to each of the comparables, with most weight given to comps 3, 5 and 6 resulting in the following value conclusion at the upper-end of the range.

Conclusion	
Concluded Unit Value:	$80.00/sf
Subject Size	35,384 sf
As Is Value:	$2,830,720
Concluded Value - Rounded:	**$2,830,000**
SALES COMPARISON APPROACH - AS IS	**$2,830,000**

Introduction

Many real estate investments are best analyzed through application of the income approach to value. Revenue-producing properties, such as apartments, shopping centers, office buildings, etc., are most frequently valued by this technique.

It is a procedure which forecasts the future benefits expected to flow from an investment and discounts them to a present worth using an appropriate capitalization rate. It is a practical exemplification of the basic economic principle of anticipation. This technique broadly consists of five steps:

(1) Estimate gross income through contract and market rent analysis.

(2) Estimate vacancy loss and operating expenses.

(3) Estimate net operating income by subtracting the vacancy and operating expenses from gross income.

(4) Apply appropriate market-based capitalization techniques (e.g., direct or yield capitalization).

(5) Capitalize net income to value.

Subject Rent Analysis

The subject property is 100% owner-occupied by the Albany County Department of Probation.

Market Rent Analysis

In order to opine market rent for the subject, rent comparables have been researched in the subject's competitive market. Some rent comps from multi-tenant buildings with smaller building areas are shown because the subject has potential for multi-tenant conversion. A first-floor retail comp is also shown for information purposes as this is a traditional layout in some office buildings.

A summary of the rent comparables is illustrated below. Some of the information pertaining to the specific identification of each comparable has been omitted due to confidentiality.

	RENTAL COMPARABLES - OFFICE							
	Rental No./ Location	Property Type	Parking	Rentable Bldg Area SF	Lease Term Date	Unit Type/ Tenant	Annual Rent/sf	Lease Structure
1)	97 Central Ave Albany, NY	Multi-Tenant Office/Retail	Yes	41,389	Asking	Office	$10.00	Net
2)	155 Washington Ave Albany, NY	Multi-Tenant Office	Yes	15,025 entire 3rd floor	Current	Office	$11.50	+ Utilities
3)	41 State Street Albany, NY	Multi-Tenant Office	Yes	15,506 5,733	Asking Asking	Office Office	$12.95 $13.95	M. Gross M. Gross
4)	8 Southwoods Blvd Albany, NY	Multi-Tenant Office	Yes	19,990 10,133	Current Current	Office Office	$17.50 $19.75	+ Utilities + Utilities
5)	401 State Street Schenectady, NY	Office	Nearby Garage	21,925	Current	Office	$18.24	M. Gross
6)	10 N Pearl Street Albany, NY	Multi-Tenant Office/Retail	No	30,000 10,000	Asking Asking	Office Retail-1st Fl	$19.50 $25.00	Gross Gross
7)	400 State Street Schenectady, NY	Multi-Tenant Office	Nearby Ramp	15,945	Current	Office	$20.28	M. Gross
8)	677 Broadway Albany, NY	Multi-Tenant Office	Nearby Ramp	15,641 15,358	2021 Current	Office Office	$23.00 $25.00	Gross Gross

Analysis of Adjustments

The office rental comparables range between $10.00/sf, net and $25.00/sf, gross.

Downward adjustments are made to the active rental listings reflecting typical landlord/tenant negotiations. Downward adjustments are also made to the plus utilities and gross lease structures when comparing to the subject's assumed net lease structure. Other adjustments are made for location, parking accommodations, rentable building area, physical condition, age, and functional utility.

In conclusion, a market rent of $10.00/sf, net will be adopted.

Market Rent Conclusion: $10.00/sf, net

Vacancy and Collection Loss

A vacancy and collection loss of 10% will be adopted.

Operating Expenses

We have analyzed the subject based on net terms. This is most common for similar single-user buildings in the market. A tenant would be responsible for all operating expenses including utilities, taxes, insurance and repairs & maintenance and their own utilities. The landlord would be responsible for management and replacement reserves.

Real Estate Taxes – Tenant

Insurance – Tenant

Repairs & Maintenance – Tenant

Utilities – Tenant

Management/Miscellaneous – Management/Professional/Misc. is at **5%** of EGI.

Replacement Allowance – A **$0.40/sf** replacement allowance is adopted, accounting for the eventual replacement of the roof and HVAC systems, and an allowance for structural maintenance.

Capitalization Rate

A capitalization rate has been adopted with a knowledge of comparable properties and industry data, reflecting the risk associated with the subject property.

PRO-FORMA OPERATING STATEMENT

Outlined below are income, expenses and net operating income (NOI) capitalized into a value estimate.

PRO FORMA					
Address:	60 South Pearl Street				
Municipality:	City of Albany, Albany County, NY				
Design:	Single-User				
Property Type:	Office				
Valuation Date - As Is:	September 14, 2023				
Gross Building Area, sf (GBA):	35,384				
Rentable Building Area, sf:	35,384				
	Area (SF)		**% of EGI**	**Annual Rate/SF**	**Annual**
Income:					
Office Space @ Market	35,384		111%	$10.00	$353,840
Potential Gross Rent:	35,384		111%	$10.00	$353,840
Vacancy & Collection Loss:			-11%	-10%	($35,384)
Effective Gross Income:	35,384		100%	$9.00	$318,456
Expenses:					
Taxes:	35,384			Tenant	Tenant
Insurance:	35,384			Tenant	Tenant
Repairs & Maintenance:	35,384			Tenant	Tenant
Utilities:	35,384			Tenant	Tenant
Management:	35,384		-5%	($0.45)	($15,923)
Reserves:	35,384	(GBA)	-4%	($0.40)	($14,154)
Total Expenses:	35,384		-9%	($0.85)	($30,076)
** Some figures may not calculate exactly due to rounding.*					
Net Operating Income:	35,384			**$8.15**	**$288,380**
Capitalization Rate:					9.50%
Capitalized Value:					$3,035,579
Capitalized Value Rounded - As Is	35,384	(GBA)		$85.91	**$3,040,000**

INCOME CAPITALIZATION APPROACH VALUE - AS IS **$3,040,000**

	As Is
Sales Comparison Approach	$2,830,000
Income Capitalization Approach	$3,040,000
Cost Approach	Not Utilized
Reconciled Market Value	**$2,830,000**

VALUE CONCLUSION

Value Scenario	Interest	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	September 14, 2023	**$2,830,000**

Conclusion

Both the sales comparison and income capitalization approaches are applied. Most weight is given to the sales comparison approach due to the single-user, owner-occupied characteristics of the property. Secondary weight is given to the income capitalization approach with limited market data and thus lesser reliability. Adequate market data was available in both approaches resulting in a reliable value estimate. The cost approach was not applied due to the older age of the improvements and difficulty in accurately estimating depreciation.

- **CLIENT ENGAGEMENT LETTER**
- **IMPROVED COMPARABLES**
- **QUALIFICATIONS OF THE APPRAISER**

CLIENT ENGAGEMENT LETTER

GAR Associates LLC
EST. 1961

Real Estate Appraisers and Consultants

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

August 15, 2023

Mr. Michael McGuire, IAO, CCD
Director of Real Property Tax Service Agency
Albany County
112 State Street, Room 1340
Albany, NY 12207
Michael.mcguire@albanycountyny.gov

Re: Request for Appraisal of:
1.) 162 Washington Avenue, City of Albany
2.) 60 South Pearl Street, City of Albany
3.) 1526 New Scotland Road, Town of Bethlehem
Albany County, NY
GAR File No.: B-24820*

Dear Mr. McGuire:

Pursuant to your request we can prepare **"Limited Scope Appraisal Reports"** providing an opinion of the market value of the real property rights associated with the above-referenced properties for a total fee of ***$6,800.*** The reports would be delivered within 5 weeks from authorization to proceed.

The client is Albany County. The "intended use" of the appraisals are for internal purposes. The "intended users" of the appraisals are the client, and any other client-authorized users associated with the intended use stated above.

Property 1 entails a seven-story, 62,160 sf office building situated on a 0.24-acre site.
Property 2 entails a four-story, 35,384 sf office building situated on a 0.22-acre site.
Property 3 entails a 4,782 sf detached row/retail building situated on a 0.25-acre site.

The scope of work would entail "as is" valuations of the properties. The reports would be limited in scope and presented in summary format.

Attached is our standard engagement contract, which you are to sign and return in order to formally engage us.

Information that we will need in order to complete the assignment includes the following:

1. Legal surveys & legal descriptions
2. Sale/purchase contracts, listing contracts, and any offers in the past 10 years
3. Any known easements, encroachments, or adverse environmental conditions?
4. Rent roll & lease agreements *(if available)*
5. 2020-2022 and current year-to-date profit & loss statements and/or tax returns *(if available)*
6. Contact name, phone number, and email address for each property inspection

GAR Associates LLC
EST. 1961

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

Page 2

Please do not hesitate to contact me if you have any questions pertaining to this proposal and thank you for considering GAR Associates for your real estate appraisal and consulting needs.

Respectfully,

GAR Associates LLC

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

DMB:add

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

Real Estate Appraisers and Consultants

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

August 15, 2023

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Director of Real Property Tax Service Agency
Albany County
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Re: Request for Appraisal of:
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3.) 1526 New Scotland Road, Town of Bethlehem
Albany County, NY
GAR File No.: B-24820*

Fee: "Limited Scope Appraisal Reports": ***$6,800***
50% Retainer Fee: ***waived***

Timing: 5 weeks from authorization to proceed

*When sending payment, **please be sure to note the GAR Bid Number* on the check.***

ACKNOWLEDGEMENT

The undersigned is a duly authorized representative for the property and the requested assignment, for the intended use and agrees to be fully responsible for payment of the total fee, unless other arrangements have been made. Further, the undersigned agrees to engage GAR Associates LLC to undertake the analysis in accordance with the scope of services defined in the above listed proposal and subject to the attached limiting conditions.

Payment is due within 30 days of completion of the appraisal report, unless other prearrangements have been made.

Date: 8/18/2023 Signature: [signature]

Name (print): Michael McGuire

Title: Director RPTSA

NOTE: Please retain one copy for your files and return one signed copy to GAR ASSOCIATES LLC. Thank you.

GAR Associates LLC
EST. 1961

STATEMENT OF BASIC ASSUMPTIONS AND LIMITING CONDITIONS

FOR THE PURPOSE OF THIS APPRAISAL IT IS ASSUMED:

1. That the title to the property is marketable.
2. That the property is free and clear of all liens.
3. That there are no encumbrances or defects of title.
4. That there is and will continue to be responsible ownership and competent management.

THE APPRAISAL IS MADE SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

1. No responsibility is assumed for matters of a legal nature.

2. Unless otherwise stated in this report, no responsibility is assumed for subsurface soil conditions; soil conditions are presumed stable and free of any natural or man-made contaminants.

3. If improved, the building is assumed free of any hazardous building materials (e.g., asbestos, urea formaldehyde) unless otherwise stated in this report.

4. Information, estimates, and opinions furnished to the appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraiser.

5. No engineering survey of the property was made, and the appraiser assumes no responsibility in this connection. The sketches in this report are approximate only, included to assist the reader in visualizing the property.

6. This appraisal was made for the purpose stated and should not be used for any other purpose.

7. The values assigned to the land and improvements are their value in relation to each other and should not be used separately.

8. The appraiser is not required to give testimony or attendance in Court or any hearing unless arrangements have been made in advance of the acceptance of the appraisal assignment and the fees are based upon this knowledge by the Appraiser. If this knowledge is not known at the time of employment, then negotiations must be made with Appraiser at the time the knowledge becomes known or the Appraiser may decline to testify and permission to use the appraisal for any purpose may be withdrawn.

GAR Associates LLC
EST. 1961

STATEMENT OF BASIC ASSUMPTIONS AND LIMITING CONDITIONS (continued)

9. In instances of new construction, additions, rehabilitations and remodeling of improvements, we assume compliance with State and local building codes with respect to design and construction materials.

10. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of Uniform Standards of Professional Appraisal Practice and the code of Professional Ethics set forth by the Appraisal Institute.

11. The use of this report is subject to the requirements of the Appraisal Institute, relating to review of its duly authorized representatives.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI, RM, SRPA, SRA designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the Appraiser. We are aware that the report may be submitted to individuals requesting a copy under the Freedom of Information Act.

13. MARKET VALUE is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

    (1) Buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

IMPROVED COMPARABLES

Address:	10 North Pearl Street	**Property Type:**	Office
Municipality:	Albany (City)	**Sub Type:**	General Office
County:	Albany	**State:**	New York

Location:	Northwest corner of North Pearl Street and State Street.
SBL #:	76.34-2-54

Sale Price:	$1,500,000
Sale Date:	7/22/2022
Liber/Page:	2022 / 17805
Seller/Address:	UDC-Ten Eyck Development Corporation - II, 633 Third Avenue New York, NY 10017
Buyer/Address:	10 North Pearl Street LLC, 1252 Central Ave Albany, NY 12205
Verification:	Assessor's Records, Deed, Public Records, SalesWeb

Building Area:	38,056	**Price/SF:**	$39.42
Year Built:	1972	**Land/Bldg Ratio:**	0.30
Land SF:	11,286	**Acres:**	0.26
# Parking:	0		
Zoning:	C-3 Commercial		
Description:	A four-story, brick and masonry, general office building with no on-site parking. Located at a high-traffic corner. Building was vacant at time of sale.		
Design:	Single-User		
# Buildings:	1	**# Stories:**	4
Construction:	Masonry & Brick		
Property Rights:	Fee Simple		
Sale Status:	Closed Sale		
Buyer Type:	Investor		
Buyer Motives:	Purchased for investment purposes.		
Mktg Comments:	Government sale, warranty deed but was listed on the open market at an unknown price. Assessor's records indicate this is a non-arm's length sale due to involvement with the Empire State Development Corporation as seller.		

GAR Comp #: 223899

Address:	39 North Pearl Street	**Property Type:**	Office
Municipality:	Albany (City)	**Sub Type:**	General Office
County:	Albany	**State:**	New York

Location: Southeast corner of North Pearl Street (NY-32) and Pine Street.

SBL #: 76.34-3-37

Sale Price: $2,100,000

Sale Date: 2/25/2022

Liber/Page: 2022 / 6449

Seller/Address: Martinez Holdings LLC, 194 Washington Avenue, Albany, New York 12210

Buyer/Address: Park Place on Pearl LLC, 50 State St Albany, NY 12207

Verification: Assessor's Records, Loopnet, MLS, Public Records

Building Area:	51,204	**Price/SF:**	$41.01
Price/Unit:	$0		
Year Built:	1920	**Land/Bldg Ratio:**	0.32
Land SF:	16,480	**Acres:**	0.38

Zoning: C-3 Commercial

Description: Six-story, masonry office building with two underground levels of parking available. The building layout includes first floor retail spaces occupied by Dunkin Donuts and Community Bank NA, with professional offices on the upper levels. Renovations to the lobby and common areas were made in 2010. The site has frontage along North Pearl, James Street and Pine Street

Design: Multi-Tenant

# Buildings:	1	**# Stories:**	6

Construction: Masonry

Property Rights: Leased Fee

Sale Status:	Closed Sale	**Sale Type:**	Arm's Length

Buyer Motives: Purchased for continued investment purposes.

Mktg Comments: Was originally listed for $3,950,000 in 2021. Arm's length transaction.

GAR Comp #: 111866

Address:	5 Washington Sq	**Property Type:**	Office
Municipality:	Albany (City)	**Sub Type:**	General Office
County:	Albany	**State:**	New York

Location: Property located on the north side of Washington Square.

SBL #: 41.00-2-95

Sale Price: $1,950,000

Sale Date: 12/6/2019

Liber/Page: 2019 / 26234

Seller/Address: Washington Square (Three & Five) Associates LLC, PO Box 1549, Clifton Park NY 12065

Buyer/Address: CTO Real Estate LLC, 8 Stoneridge Drive, Loudonville NY 12211

Verification: Assessor's Records, Costar, Deed, Public Records

Building Area:	30,372	**Price/SF:**	$64.20
Price/Unit:	$0		
Year Built:	1986	**Land/Bldg Ratio:**	3.89
Land SF:	118,048	**Acres:**	2.71
# Parking:	100	**Parking Ratio:**	303.7
Zoning:	CO		
Description:	Two-story, brick and masonry office building with private parking for 100 vehicles.		
Design:	Multi-Tenant		
# Buildings:	1	**# Stories:**	2
Construction:	Masonry & Brick		
Property Rights:	Leased Fee		
Sale Status:	Closed Sale		
Buyer Motives:			
Mktg Comments:	Property sold for $1,950,000 on 12/06/2019.		

GAR Comp #: 144349

Address:	8 British American Blvd	**Property Type:**	Office
Municipality:	Colonie (Town)	**Sub Type:**	General Office
County:	Albany	**State:**	New York

Location: Property is located on the southwest corner of Cornell Road and British American Blvd.

SBL #: 18.-1-32.5

Sale Price: $3,550,000

Sale Date: 3/19/2021

Liber/Page: 2021 / 9820

Seller/Address: MLMIC Insurance Company, 8 British American Boulevard, Latham, New York 12210

Buyer/Address: 8 BA BLVD LLC, 14 Corporate Woods Boulevard, Suite 100, Albany, New York 12211

Verification: Albany Business Review, Assessor's Records, Costar, Deed, SalesWeb, Seller Rep

Building Area:	51,438	**Price/SF:**	$69.02
Rentable Area:	51,438		
Year Built:	1992	**Land/Bldg Ratio:**	4.23
Land SF:	217,800	**Acres:**	5.00
# Parking:	300	**Parking Ratio:**	5.8
Zoning:	OR Office Residential		

Description: Two story office building with elevator and private parking for 300 vehicles. Prior to sale building was occupied by Medical Liability Mutual Insurance.

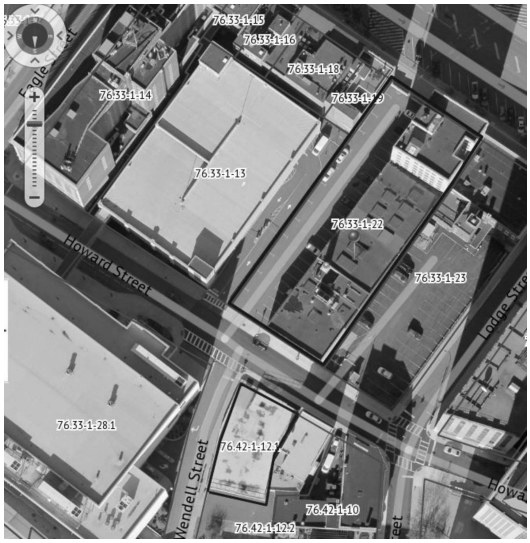
Design:	Single-User		
# Buildings:	1	**# Stories:**	2
Construction:	Steel Frame		
Sale Status:	Closed Sale	**Sale Type:**	Arm's Length

Buyer Motives: Property purchased for investor use. According to Albany Business Review, after the sale Power Plug signed a long term lease with intentions to spend a minimum of $1 million on renovations and furniture. Confirmed sale information with seller's representative.

Mktg Comments: Property sold for $3,550,000 on 03/19/2021.

GAR Comp #: 206970

Address:	126 State Street	**Property Type:**	Office
Municipality:	Albany (City)	**Sub Type:**	General Office
County:	Albany	**State:**	New York



Location: West side of State Street, spanning one site block east to Howard Street, just south of Lodge Street. Also includes adjacent parking garage parcel (52 Howard Street).

SBL #: 76.33-1-22 & 76.42-1-12.1

List Price: $3,900,000

List Date: 4/20/2023

Liber/Page:

Seller/Address: Reynolds Gas LLC, 548 West 28th St #645 New York, NY 10001

Buyer/Address: ***CURRENT 2023 LISTING***

Verification:

Building Area:	40,733	**Price/SF:**	$95.75
Year Built:	1918	**Land/Bldg Ratio:**	0.77
Land SF:	31,369	**Acres:**	0.72
# Parking:	74	**Parking Ratio:**	1.8

Zoning: C-3 Commercial

Description: A six and part one-story masonry vacant office building and adjacent parking garage parcel. The office building spans one city block (from State Street to Howard Street) with some surface parking along the side of the one-story portion of the building. The adjacent 2-story parking ramp is directly adjacent from the office across Howard Street.

Design:

# Buildings:	1	**# Stories:**	6

Construction: Masonry

Property Rights: Fee Simple

Sale Status: Listing

Buyer Motives: The office building is also listed for lease at $16/sf, plus utilities with increases over the base year.

Mktg Comments: Listed on the open market since April 2023 by Sterling Real Estate Group with no price reductions.

Address:	40 Beaver St	**Property Type:**	Office
Municipality:	Albany (City)	**Sub Type:**	General Office
County:	Albany	**State:**	New York

Location: Property located on the south side of Beaver St and the east side of South Pearl St.

SBL #: 76.42-4-35

Sale Price: $2,982,103

Sale Date: 1/16/2020

Liber/Page: 2020 / 1736

Seller/Address: Omni Development Co Inc, 54 State St, Ste 800, Albany, NY 12207

Buyer/Address: 40-50 Beaver Realty LLC, 50 Cragwood Rd, Ste 216, South Plainfield, NJ 07080

Verification: Albany Business Review, Assessor's Records, Broker, Costar

Building Area:	28,196	**Price/SF:**	$105.76
Units:	4	**Price/Unit:**	$745,526
Year Built:	1920	**Land/Bldg Ratio:**	0.37
Land SF:	10,454	**Acres:**	0.24
# Parking:	40	**Parking Ratio:**	1.4

Description: Property is a five story office building with 40 indoor and outdoor parking spaces. This space contains 4 office suites with a pass-through connecting the second floor of 40 Beaver Street to the third floor of 50 Beaver St which can be closed off.

Design: Multi-Tenant

# Buildings:	1	**# Stories:**	5

Construction: Wood Frame

Sale Status: Closed Sale

Buyer Motives: Property purchased for investor use as office spaces. According to Costar, tenants at the time of the sale included CSArch, Gleason Dunn Walsh & O'Shea, Omni Development Co Inc, and Taconic Title Agency LLC.

Mktg Comments: Property sold with 50 Beaver Street for a combined price of $9.4 million through an online platform known as Ten-X which is owned by Costar. Bidding ran from 10/29/2019-10/31/2019 and the sale was closed on 01/16/2020. Sale price allocation for each building was provided by the listing broker Peter Struzzi of Cushman & Wakefield Pyramid Brokerage.

GAR Comp #: 207094

QUALIFICATIONS OF THE APPRAISER

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF:
DAVID M. BARNETT, MAI, SRA

PRESENT OCCUPATION:

Mr. Barnett is a member and President of the Government Division and has been a full-time real estate appraiser and consultant with GAR Associates LLC since 2003, with offices at 855 NY-146, Suite 130, Clifton Park, New York. Mr. Barnett divides his time between multi-family housing, government projects (valuation and revaluation) and commercial real estate appraisals.

EDUCATION:

State University of New York at Fredonia
Bachelor of Science in Business Administration
Management Information Systems

APPRAISAL COURSES/SEMINARS ATTENDED AND SUCCESSFULLY COMPLETED:

Mr. Barnett has attended numerous courses and seminars, most of which were provided through the Appraisal Institute, pertaining to many aspects of real estate and business valuation, and consulting between 2003 and the present. The courses included the required curriculum of both the Appraisal Institute and New York State required for the New York State General Appraiser Certification.

Continuing education courses have included standards of professional appraisal practice and business practice & ethics on a routine basis. Some of the seminar topics included business practice, discounted cash flow analysis, forecasting revenues and operating expenses related to income property valuation, green building architecture and standards, and numerous others.

CERTIFICATIONS:

New York State Certified General Real Estate Appraiser - Certificate No. 46-50315
North Carolina Certified General Real Estate Appraiser - License No. A8708
South Carolina Certified General Real Estate Appraiser - License No. 8218

SUPERVISORY APPRAISER:

Mr. Barnett is approved as a qualified supervisory appraiser by the New York State Department of State.

PROFESSIONAL DESIGNATION:

MAI and SRA Awarded by the Appraisal Institute

PROFESSIONAL TERRITORY COVERED:

Mr. Barnett has appraised property throughout New York State, including the Counties of Albany, Chautauqua, Chemung, Columbia, Erie, Essex, Genesee, Montgomery, Monroe, Nassau, Niagara, Oneida, Onondaga, Orange, Putnam, Rensselaer, Saratoga, Schenectady, Seneca, Steuben, Sullivan, Suffolk, Ulster, Warren, Washington, Wayne, Westchester and lastly, Chittenango County in Vermont.

PROPERTY TYPES APPRAISED:

Appraisal work includes a wide range of vacant land, improved commercial, office, retail, industrial, mixed-use, single and multi-family residential property types. Also performs various duties including data collection, sales verification, analysis, valuation modeling and senior management tasks related to mass appraisal projects. For the past 8 years, Mr. Barnett has managed all Assessment and Government Services projects and serves as lead valuation analyst for all property types.

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF:
DAVID M. BARNETT, MAI, SRA
(continued)

PARTICIPATED IN MARKET ANALYSIS and APPRAISAL PROJECTS FOR:

HUD Lenders
Private Developers/Owners
Government Agencies
Tax Credit Syndicators

WORK EFFORTS – MULTIPLE FAMILY HOUSING:

GAR Associates Market Analysis division has grown out of an increased need for market studies and consulting for newly developed housing projects. On an annual basis, GAR Associates completes between 70 and 100 market studies and appraisals in conjunction with a wide variety of multiple family housing including:

- Proposed developments using Low-Income Housing Tax Credits.
- Market studies in conjunction with proposed market rate housing projects.
- Senior specific as well as family developments.
- Market studies required under the HUD MAP guidelines.
- Market analysis and market studies required in order to support HUD Section 236 Decoupling efforts.
- Real estate appraisals for all types of multi-family and residential housing.

CLIENTS:

Clients include a variety of lending institutions, mortgage brokers, municipalities, government agencies, attorneys and private users.

WORK EFFORTS – MASS APPRAISAL PROJECTS:

GAR Associates (GAR) was founded in 1961. We have a long history of providing full assessment services throughout New York State. In the early 1970's, NYS established standard procedures and systems on the State's first reassessment effort. GAR worked with New York State to establish those procedures and practices. Since that time, GAR has worked closely with all of the stakeholders in the real property assessment arena to enhance the assessment process. We combine a broad-range of experience with specialized knowledge of the real estate market, reflecting over one hundred fifty years of accumulated experience. We have extensive experience in data collection utilizing the latest technology, modeling and valuation of real estate in New York. GAR has a long history of providing reassessment and support services to municipal clients ranging from small to large towns and cities.

- Supervised successful comprehensive data collection and verification projects to various municipalities across New York State;
- Assisted New York State municipalities with expert testimony in litigation and court cases;
- Provided full scale valuation services for residential, commercial and unique/highly complex properties to various municipalities across New York State;
- Assumed the role of liaison between assessors' offices and town Administrators;
- Developed and managed innovative municipal wide public information and taxpayer training programs to educate property owners on the property assessment process; and
- Created and deployed custom on-line assessment systems, applications and programs instrumental in automating and improving the efficiency of multiple New York State assessment offices.

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF:
DAVID M. BARNETT, MAI, SRA
(continued)

MASS APPRAISAL PROJECTS COMPLETED:

Town of Bethlehem, Albany Co., NY
Town of Ellicottville, Cattaraugus Co., NY
Town of French Creek, Chautauqua Co., NY
City of Jamestown, Chautauqua Co., NY
Town of Mina, Chautauqua Co., NY
Town of Sherman, Chautauqua Co., NY
Town of Gallatin, Columbia Co., NY
City of Hudson, Columbia Co., NY
Town of Stuyvesant, Columbia Co., NY
Town of Alden, Erie Co., NY
Town of Amherst, Erie Co., NY
Town of Clarence, Erie Co., NY
Town of North Elba, Essex Co., NY (Commercial Project)
City of Johnstown, Fulton Co., NY
City of Batavia, Genesee Co., NY
Town of Florida, Montgomery Co., NY
City of Lockport, Niagara Co., NY
Town of Lockport, Niagara Co., NY
Town of Cicero, Onondaga Co., NY
Town of Salina, Onondaga Co., NY (Commercial Project)
Town of Carmel, Putnam Co., NY
Town of East Greenbush, Rensselaer Co., NY
Town of Hoosick, Rensselaer Co., NY
Town of Sand Lake, Rensselaer Co., NY
Town of Schodack, Rensselaer Co., NY
City of Troy, Rensselaer Co., NY
Town of Malta, Saratoga Co., NY
Town of Moreau, Saratoga Co., NY
Town of Stillwater, Saratoga Co., NY
Town of Waterford, Saratoga Co., NY
Town of Niskayuna, Schenectady Co., NY
Town of Rotterdam, Schenectady Co., NY
Town of Covert, Seneca Co., NY
Town of Bath, Steuben Co., NY
City of Corning, Steuben Co., NY
Town of Forestburgh, Sullivan Co., NY
City of Kingston, Ulster Co., NY
Town of Saugerties, Ulster Co., NY (Commercial Project)
Town of Mamaroneck, Westchester Co., NY

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF:
DAVID M. BARNETT, MAI, SRA
(continued)

WORK EFFORTS – MULTIPLE FAMILY HOUSING:

Recent work efforts undertaken pertaining to a variety of multiple family and senior specific housing projects are outlined below:

Location:	*Type of Project*	*Report Type*
New Windsor, Orange Co., NY	Tax Credit Senior	Market Study/ Appraisal
Wallkill, Orange Co., NY	Tax Credit Family/Special Needs	Market Study/ Appraisal
Troy, Rensselaer Co., NY	HUD 236/Tax Credit Senior	Market Study/ Appraisal
Newark, Wayne Co., NY	Market Study Special Needs	Market Study
Cohoes, Albany Co., NY	Tax Credit Family/HUD Section 8	Market Study/ Appraisal
Glenmont, Albany Co., NY	Tax Credit Senior	Market Study
Watervliet, Albany Co., NY	HUD 236	Rent Comp Study
Woodstock, Ulster Co., NY	Tax Credit Family/ Tax Credit Senior	Market Study
Hempstead, Nassau Co., NY	Tax Credit Senior	Market Study
Hudson Falls, Washington Co., NY	Tax Credit Senior	Market Study
Troy, Rensselaer Co., NY	Market Value	Appraisal
Colonie, Albany Co., NY	Impact Analysis	Market Study
Halfmoon, Saratoga Co., NY	Tax Credit Senior	Market Study
New Hartford, Oneida Co., NY	Market Value	Appraisal
Hoosick, Rensselaer Co., NY	Market Support	Market Study
Essex, Chittenango Co., VT	Tax Credit Family	Appraisal
Warwick, Orange Co., NY	Tax Credit Senior	Market Study
Buffalo, Erie Co., NY	Tax Credit Family	Appraisal
Clifton Park, Saratoga Co., NY	Tax Credit Family/Market Rate	Appraisal

Appraisal Institute®

Professionals Providing Real Estate Solutions

This certifies that

David M. Barnett

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this **14th** day of **June 2021**.

Rodman Schley

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

Appraisal Institute®

Professionals Providing Real Estate Solutions

This certifies that

David M. Barnett

has been admitted to membership as an

SRA Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this **16th** day of **March 2020**.

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

UNIQUE ID NUMBER
46000050315

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1530167

EFFECTIVE DATE
MO. 08 DAY 26 YR 22

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EXPIRATION DATE
MO. 08 DAY 25 YR 24

BARNETT DAVID M
C/O GAR ASSOCIATES LLC
632 PLANK RD STE 203
CLIFTON PARK, NY 12065

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

LETTER OF INTENT TO PURCHASE REAL ESTATE

THIS IS NOT A CONTRACT
AND IS SUBJECT TO ATTORNEY APPROVAL BY BOTH PARTIES

October 7, 2024

RE: **60 South Pearl Street**
Albany, New York 12207
Tax ID: 76.42-4-23

PROPERTY DESCRIPTION:	60 South Pearl Street in Albany, New York consisting of a +/-35,384 SF single-tenant office building on +/- 0.22 acres.
PURCHASER:	Liberty Park Redevelopment, LLC and/or assigns
SELLER:	County of Albany Department of General Services
PURCHASE PRICE:	ONE MILLION FOUR HUNDRED EIGHTY NINE THOUSAND DOLLARS ($1,489,000.00)
DEPOSIT:	Upon execution of a formal agreement, Purchaser shall deposit the amount of TEN THOUSAND DOLLARS ($10,000.00) which will be applied to the Purchase Price at Closing and fully refundable if the Contingencies are not satisfied or waived in writing by the Purchaser.
CONTINGENCY PERIOD:	Purchaser shall have TWO HUNDRED (280) DAYS from mutual execution and delivery of a formal Purchase and Sale Agreement to conduct due diligence including, but not limited to, structural and environmental inspections.
CLOSING:	The Closing shall occur on or about THIRTY (30) DAYS following the satisfaction of the Purchaser's Contingencies.
BROKERAGE:	Purchaser and Seller each warrant that they have dealt with no other real estate broker in connection with this transaction other than Rudy Lynch with Carrow Real Estate Services, LLC who represents the Purchaser ("Purchaser's Broker) and Kyle Bradey with Carrow Real Estate Services, LLC who represents the Seller ("Seller's Broker"). Seller shall pay a commission to Seller's Broker in connection with this Sale in accordance with a separate written commission

agreement executed between Seller and Seller's Broker. Seller's Broker shall pay a commission to Purchaser's Broker in connection with this Sale in accordance with a separate written commission agreement executed between Seller's Broker and Purchaser's Broker.

FORMAL AGREEMENT: Upon execution of this Letter of Intent, the Purchaser shall prepare a draft formal Purchase and Sale agreement for the Seller's review.

NON-BINDING AGREEMENT: This Letter of Intent does not create a binding contract and is not enforceable.

ACCEPTANCE: Should this offer be determined agreeable under the outlined terms, please sign, and return a duplicate copy of this Letter of Intent by no later than 5:00 PM, October 11, 2024.

The parties acknowledge that this offer is signed with the intent of proceeding in good faith to develop and negotiate the contract for the sale of the above-named properties. Neither party shall be legally bound, nor will any rights or obligations be created by this offer until the duly authorized parties have fully executed a legal contract for the sale of the properties.

SELLER:

BY: _____

Agreed and accepted to this _____ day of October 2024

PURCHASER:

BY: _____

Agreed and accepted to this 7th day of October 2024

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					
A	0000	00000	00000	000	000000					
						TOTAL APPROPRIATIONS	$0	$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					
A	1310	01052	00000	000	000000	Gain From Sale of Property		$1,489,000		Mgmt & Budget
						TOTAL REVENUES	$0	$1,489,000		
						GRAND TOTAL	$0	$1,489,000		

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 13, 2025

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

Re: Bond Resolution Various Mechanical Upgrades & Improvements

Dear Chairwoman Cunningham:

The Department of General Services respectfully requests approval of a bond resolution authorizing $3,000,000 for Various Mechanical Upgrades & Improvements. As part of our efforts to maintain any/all existing facilities, this project will address any mechanical repairs to our properties. These improvements will generally include, but not limited to, all HVAC, energy management system improvements, all chiller and electrical systems.

These projects are included in the current Capital Plan.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6362, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Bond Resolution, Various Mechanical Upgrades & Improvements

Date: 2/12/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $3,000,000.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of General Services respectfully requests approval of a bond resolution authorizing $3,000,000 for Various Mechanical Upgrades & Improvements. As part of our efforts to maintain any/all existing facilities, this project will address any mechanical repairs to our properties. These improvements will generally include, but not limited to, all HVAC, energy management system improvements, all chiller and electrical systems.

These projects are included in the current Capital Plan.

Various Building Upgrades & Improvements

Project Number: DGS-23-01
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain all existing facilities, this project will address any office modernization & upgrades, relocations, renovations, any pre & post site work, design fees, various internal / external upgrades, and elevator modernizations.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			7.000	7.000	7.000			21.000
NYS Reimbursement								
Total County Cost	-	-	7.000	7.000	7.000	-	-	21.000

County Facility Roof Renovations

Project Number: DGS-23-02
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

The purpose of this project is to address the ongoing needed reconstructure and renovations to the roofs of various County owned properties. This project is essential to keeping our buildings safe and avoid additional problems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			1.500	0.500	0.500			2.500
NYS Reimbursement								
Total County Cost	-	-	1.500	0.500	0.500	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: DGS-23-03
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical upgrades to our properties. These improvements will generally include, but not be limited to, all HVAC, energy management system improvements, all chiller, and electrical systems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			3.000	3.000	3.000			9.000
NYS Reimbursement								
Total County Cost	-	-	3.000	3.000	3.000	-	-	9.000

General Services Capital Plan Summary: All Projects

New Projects: 3
Existing Projects: 2
Amended Projects: 9

Project Financing (in millions of dollars)

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	45.190	6.550	13.800	12.000	12.000	1.500	0.500	91.540
NYS Reimbursement	(0.310)	(0.310)	(0.810)	(0.310)	(0.310)	(0.310)	(0.310)	(2.670)
Total County Cost	44.880	6.240	12.990	11.690	11.690	1.190	0.190	88.870

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

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 13th day of February, 2023, 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 14th day of February, 2023.

Clerk, Albany County Legislature

RESOLUTION NO. 142

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS MECHANICAL UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $3,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $3,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 4/14/25
By Audit and Finance Committee:

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 13, 2025

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

Re: Bond Resolution for Vehicle and Truck Replacement Project

Dear Chairwoman Cunningham:

The Department of General Services respectfully requests approval of a bond resolution authorizing $500,000 for Vehicle and Truck Replacement Project. This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replaced are 10 years old or older. This project was amended to change the completion date to 2026.

This project has been included in the current Capital Plan.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6363, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Bond Resolution for Vehicle and Truck Replacement Project

Date: 2/12/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $500,000.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Department of General Services respectfully requests approval of a bond resolution authorizing $500,000 for Vehicle and Truck Replacement Project. This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replaced are 10 years old or older. This project was amended to change the completion date to 2026.

This project has been included in the current Capital Plan.

Albany County Office Building Renovations

Project Number: DGS-02-01

Project Status: _____ New _____ Existing 1 Amended

Amendment(s):

2023-2027 Consolidating project into new project going forward.

This project provides for the renovation of the Harold L. Joyce Albany County Office Building. The project includes a new roof, HVAC and electrical systems, ADA compliance, elevator modernization and various interior and exterior upgrades. This project began in the Fall of 2002 and is estimated to be complete in 2023. The project has a useful life of 20 to 30 years.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	20.484	1.300	-	-				21.784
NYS Reimbursement								
Total County Cost	20.484	1.300	-	-	-	-	-	21.784

Facility Improvement Project

Project Number: DGS-08-01

Project Status: _____ New _____ Existing 1 Amended

Amendment(s):

2022-2026 reduce total cost

2023-2027 Consolidating project into new project going forward.

As part of a continuing program to maintain existing facilities, this project consists of interior painting, carpeting, HVAC modifications, departmental relocation costs, design fees, construction fit-up costs (retrofit / office buildout), moving expenses and the installation of energy management systems at various facilities. Also included are expenses for Times Union Center garage and Spruce Street garage from 2016.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	8.442	0.500	-	-				8.942
NYS Reimbursement								
Total County Cost	8.442	0.500	-	-	-	-	-	8.942

Vehicle and Truck Replacement Project

Project Number: DGS-12-01

Project Status: _____ New _____ Existing 1 Amended

Amendment(s):

2022-2026 add additional year to project

2023-2027 add additiona years and increase yearly costs.

This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replace are 10 years old or older. This project was amended to change the completion date to 2024.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	2.114	0.250	0.500	0.500	0.500	0.500	0.500	4.864
NYS Reimbursement								
Total County Cost	2.114	0.250	0.500	0.500	0.500	0.500	0.500	4.864

County-wide Facilities Evaluation

Project Number: DGS-15-01

Project Status: _____ New 1 Existing _____ Amended

Amendment(s):

Many of the County's facilities are aged and would benefit from a structural and engineering evaluation. The proposed evaluation will allow the County to make the best use of it's resources. This project will include evaluation and engineering fees starting in 2015, with any construction beginning in the out years.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	1.350							1.350
NYS Reimbursement								
Total County Cost	1.350	-	-	-	-	-	-	1.350

RESOLUTION NO. 11

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE ACQUISITION OF VEHICLES FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to acquire fleet motor pool vehicles and various other equipment, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.77 of the New York Local Finance Law (the "Law"), is three (3) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $500,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this

resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00,Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

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 13th day of February, 2023, 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 14th day of February, 2023.

Clerk, Albany County Legislature

RESOLUTION NO. 143

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING A VEHICLE AND TRUCK REPLACEMENT PROJECT FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 4/14/25
By Audit and Finance Committee:

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 13, 2025

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

Re: Bond Resolution for Various Building Upgrades & Improvements

Dear Chairwoman Cunningham:

The Department of General Services respectfully requests approval of a bond resolution authorizing $7,000,000 for Various Building Upgrades & Improvements. As part of our efforts to maintain all existing facilities, this project will address any office modernization & upgrades prior to relocations (fit-up costs & office build out), any pre & post site work, design fees, various internal / external upgrades and elevator modernizations.

These projects are included in the current Capital Plan.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6364, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Bond Resolution for Various Building Upgrades & Improvements

Date: 2/12/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $7,000,000.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date:

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of General Services respectfully requests approval of a bond resolution authorizing $7,000,000 for Various Building Upgrades & Improvements. As part of our efforts to maintain all existing facilities, this project will address any office modernization & upgrades prior to relocations (fit-up costs & office build out), any pre & post site work, design fees, various internal / external upgrades and elevator modernizations.

These projects are included in the current Capital Plan.

Various Building Upgrades & Improvements

Project Number: DGS-23-01
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain all existing facilities, this project will address any office modernization & upgrades, relocations, renovations, any pre & post site work, design fees, various internal / external upgrades, and elevator modernizations.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			7.000	7.000	7.000			21.000
NYS Reimbursement								
Total County Cost	-	-	7.000	7.000	7.000	-	-	21.000

County Facility Roof Renovations

Project Number: DGS-23-02
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

The purpose of this project is to address the ongoing needed reconstructure and renovations to the roofs of various County owned properties. This project is essential to keeping our buildings safe and avoid additional problems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			1.500	0.500	0.500			2.500
NYS Reimbursement								
Total County Cost	-	-	1.500	0.500	0.500	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: DGS-23-03
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical upgrades to our properties. These improvements will generally include, but not be limited to, all HVAC, energy management system improvements, all chiller, and electrical systems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			3.000	3.000	3.000			9.000
NYS Reimbursement								
Total County Cost	-	-	3.000	3.000	3.000	-	-	9.000

General Services Capital Plan Summary: All Projects

New Projects: 3
Existing Projects: 2
Amended Projects: 9

Project Financing (in millions of dollars)

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	45.190	6.550	13.800	12.000	12.000	1.500	0.500	91.540
NYS Reimbursement	(0.310)	(0.310)	(0.810)	(0.310)	(0.310)	(0.310)	(0.310)	(2.670)
Total County Cost	44.880	6.240	12.990	11.690	11.690	1.190	0.190	88.870

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

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 13th day of February, 2023, 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 14th day of February, 2023.

Clerk, Albany County Legislature

RESOLUTION NO. 144

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS BUILDING UPGRADES AND IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $7,000,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $7,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 4/14/25
By Audit and Finance Committee:

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 13, 2025

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

Re: Bond Resolution for County Facilities Roof Renovations

Dear Chairwoman Cunningham:

The Department of General Services respectfully requests approval of a bond resolution authorizing $1,500,000 for County Facility Roof Renovations. The purpose of this project is to address the ongoing needed reconstruction and renovations to the roofs of various County owned properties. This project is essential to keeping our buildings safe and avoid additional problems.

This project has been included in the current Capital Plan.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6366, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Bond Resolution for County Facilities Roof Renovations

Date: 2/12/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $1,500,000.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Department of General Services respectfully requests approval of a bond resolution authorizing $1,500,000 for County Facility Roof Renovations. The purpose of this project is to address the ongoing needed reconstruction and renovations to the roofs of various County owned properties. This project is essential to keeping our buildings safe and avoid additional problems.

This project has been included in the current Capital Plan.

Various Building Upgrades & Improvements

Project Number: DGS-23-01
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain all existing facilities, this project will address any office modernization & upgrades, relocations, renovations, any pre & post site work, design fees, various internal / external upgrades, and elevator modernizations.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			7.000	7.000	7.000			21.000
NYS Reimbursement								
Total County Cost	-	-	7.000	7.000	7.000	-	-	21.000

County Facility Roof Renovations

Project Number: DGS-23-02
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

The purpose of this project is to address the ongoing needed reconstructure and renovations to the roofs of various County owned properties. This project is essential to keeping our buildings safe and avoid additional problems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			1.500	0.500	0.500			2.500
NYS Reimbursement								
Total County Cost	-	-	1.500	0.500	0.500	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: DGS-23-03
Project Status: 1 New _____ Existing _____ Amended
Amendment(s):

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical upgrades to our properties. These improvements will generally include, but not be limited to, all HVAC, energy management system improvements, all chiller, and electrical systems.

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)			3.000	3.000	3.000			9.000
NYS Reimbursement								
Total County Cost	-	-	3.000	3.000	3.000	-	-	9.000

General Services Capital Plan Summary: All Projects

New Projects: 3
Existing Projects: 2
Amended Projects: 9

Project Financing (in millions of dollars)

Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)	45.190	6.550	13.800	12.000	12.000	1.500	0.500	91.540
NYS Reimbursement	(0.310)	(0.310)	(0.810)	(0.310)	(0.310)	(0.310)	(0.310)	(2.670)
Total County Cost	44.880	6.240	12.990	11.690	11.690	1.190	0.190	88.870

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which $3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

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 13th day of February, 2023, 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 14th day of February, 2023.

Clerk, Albany County Legislature

RESOLUTION NO. 145

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING COUNTY FACILITIES ROOF RENOVATIONS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE MAXIMUM COST THEREOF IS $1,500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $1,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 4/14/25
By Audit and Finance Committee:

ALBANY COUNTY
PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Janneh, Commissioner
Alexandra M. Robert, Deputy Commissioner

Hon. Joanne Cunningham
Chairperson, Albany County Legislature
112 State St., Room 710
Albany, NY 12207

April 2, 2025

Dear Honorable Chairwoman Cunningham,

The Albany County Department of Parks and Recreation respectfully requests authorization to accept $50,000 in New York State funding for the Statewide Investment in More Swimming (SWIM) program. The funding will support the training and/or supplement the wages of one lifeguard per participating municipality. A budget amendment for three (3) additional lines: 44046, 19954, and 44042 is included to assist in the transparent acceptance and disbursement of funding.

The participating municipalities in this initiative include the Village of Altamont, the Town of Colonie, the City of Watervliet, the Town of Bethlehem, and the City of Cohoes. By providing this funding, we will be able to address local demand, improve public safety, and ensure a higher level of qualified lifeguards for our communities. I am available to discuss any additional details or provide further information.

Thank you for your time and consideration. We greatly appreciate your support in this vital initiative.

Sincerely,

Bakary Janneh
Commissioner
Albany County Department of Parks and Recreation

CC: Deputy Chairwoman Wanda Willingham
Majority Leader Dennis A. Feeney
Minority Leader Frank A. Mauriello
Majority Council Rebekah Kennedy
Minority Council James Curran

County of Albany

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

Legislation Text

File #: TMP-6228, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Parks & Recreation is requesting to accept a $50,000 NYS SWIMS grant award to expand access to safe swimming, addressing equity gaps with recreational opportunities & providing resources for communities facing extreme heat.

Date: 12/09/2024
Department: Parks and Recreation
Attending Meeting: Bakary Janneh
Submitted By: Bakary Janneh
Title: Commissioner
Phone: 518-655-7948
Purpose of Request: Contract Authorization Permission to accept grant funding

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Alexia 'AC' Brown Contract Management Specialist 1 Division of Local Government Services New York Department of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231

Term: (Start/end date or duration) 01/01/2024 - 12/31/2025
Amount/Raise Schedule/Fee: $50,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:
Revenue Account and Line: A37410-03077 NY SWIMS
Revenue Amount: $50,000
Appropriation Account and Line: See Budget Amendment
Appropriation Amount: $50,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☒ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: RLA #5674 of July 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Albany County Department of Parks and Recreation is seeking permission to accept $50,000 in funding for the NY SWIMS Lifeguard Grant Program. This Grant Program addresses a critical shortage of staff lifeguards, including those contracted through third parties or contracted lifeguards, available at public locations such as pools and beaches in New York State municipalities. Albany County will work with its municipalities to identify public swimming locations and outline how funding will be used to increase the number of staff and contracted lifeguards or expand operating hours.

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					
A	7410	19954	SWIMS			Enhanced Pay	$3,350		$3,350	Parks & Recreation
A	7410	44042	SWIMS			Printing & Advertising	$1,000		$1,000	Parks & Recreation
A	7410	44046	SWIMS			Fees for Service	$45,650		$45,650	Parks & Recreation
						TOTAL APPROPRIATIONS	$50,000	$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					
A	7410	03077				NY Swims		$50,000	$50,000	Parks & Recreation
						TOTAL REVENUES	$0	$50,000		
						GRAND TOTAL	$50,000	$50,000		

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231	BUSINESS UNIT/DEPT. ID: DOS01/3800000 CONTRACT NUMBER: T1002838 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: Albany County	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: NY Statewide Investment in More Swimming ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Office of the Albany County Executive 112 State Street Room 1200 Albany, New York, 12203 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: #T1002838

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: 04/1/2024 To: 09/1/2025	(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):
AMENDED TERM:	CURRENT: 50000
From: To:	AMENDED:
	FUNDING SOURCE(S)
	☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A:
- ☑ A-l Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B:
- ☑ B-l Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-l(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
Attachment D: Payment and Reporting
Other:

Contract Number: # T1002838

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

CONTRACTOR:	STATE AGENCY:
	New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say they reside at _____, that they are the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that they signed their name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

Contract Number: #T1002838

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

[1] For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

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

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

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

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

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

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

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

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

2. **Renewal Notice to Not-for-Profit Contractors**: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

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

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

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

J. Charities Registration:

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

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is

requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
New York State Department of State (1/16/24)

Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval is required for all requests for budget modifications, regardless of the amount of the modification, or where the proposed modification will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract. All requests for modifications must be done in writing and requires a detailed breakdown of requested changes and justification for the request. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Documentation of Performance

In addition to the criteria set forth in Section III(E)(1)(b) of the NYS Contract for Grants, documentation of personal service expenditures shall:

1. Be based upon actual work performed;

2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and

3. Comply with the Contractor's established accounting policies and conform to generally accepted accounting principles.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable, nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and

documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this Agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II(A)(3) of the NYS Contract for Grants, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

In addition to the requirements of Section III(D)(4) of the NYS Contract for Grants, the Contractor shall maintain an inventory of all property purchased under this Agreement and owned by the Contractor. Such inventory shall be retained by the Contractor for the time period specified in Section III(E)(1) and available for inspection and copying by the State.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in Section II(A) of the NYS Contract for Grants. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within forty-five (45) days after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded or the Department may pursue any other remedies available to the State.

2. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.

3. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to possess requisite workers compensation and disability insurance coverage (see http://www.wcb.ny.gov).

   In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see http://www.wcb.ny.gov). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract including, but not limited to the terms of the Agreement, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.

5. In addition to the requirements of Section III(B)(2) of the NYS Contract for Grants, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below $100,000 for the performance of any activities covered by this Contract. Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

   The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

2. For non-municipal entities, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M, SDVOB requirements set forth in Section N, any additional requirements imposed by the State as set forth in this Agreement, any applicable law, and its own policies.

I. Vendor Responsibility Determinations

A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a Contractor's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://osc.state.ny.us/vendrep/index.htm. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the Contractor certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), if applicable, regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section I(G) of the NYS Contract for Grants, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1015, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): SWIMS@dos.ny.gov

2. Notice to the Contractor

Name, Title	Cameron Sagan, Director of Policy & Research
Address	Office of the Albany County Executive 112 State Street Room 1200, Albany, New York, 12203
Phone/ Fax/Email	(P): 518-447-7040 (F): (E): Cameron.Sagan@albanycountyny.gov

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in this Agreement, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

(1) Evidence of outreach to MWBEs;
(2) Any responses by MWBEs to the Contractor's outreach;
(3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
(4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
(5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

(1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
(2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
(3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
(4) The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will

undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this Contract is in excess of $250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the Contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-2754. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at https://ny.newnycontracts.com. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

   i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 3 of Veterans' Services Law, as amended, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 3.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: https://dos.ny.gov/supplier-diversity.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://sdves.ogs.ny.gov/business-search.

O. Refunds and Repayments

The Contractor shall promptly return funds due the State, including repayment of unexpended advances or disallowances. The Contractor shall make payment within forty-five (45) days of the end or termination of the Contract or demand from the Department. The Contractor shall reference the contract number with its payment and include a brief explanation of why the refund is made. Refunds shall be made payable to and addressed, as stated below:

Payable to: NYS Department State

Mail to: NYS Department of State, Bureau of Fiscal Management

Address: One Commerce Plaza
99 Washington Ave, Suite 1110
Albany, NY 12210

P. Confidential Information and Security

In addition to the definition of Confidential Information set forth in Section III(F) of the NYS Contract for Grants, the Department may, in its sole discretion, notify the Contractor that other information shall be deemed Confidential Information under this Agreement. In addition to the requirements of Section III(F) of the NYS Contract for Grants, when the Contractor stores, uses, accesses or obtains Confidential Information the Contractor shall:

1. Implement and maintain appropriate administrative, technical and organizational security to safeguard against unauthorized access, disclosure or theft of Confidential Information. Such security measures shall comply with applicable federal and state laws, industry best practices and, at a minimum, NYS ITS Security Policies and Standards, including but not limited to:

   - Acceptable Use of Information Technology Resources Policy
   - Information Security Policy
   - Security Logging Standard
   - Information Security Risk Management Standard
   - Information Security Controls Standard
   - Sanitization/Secure Disposal Standard
   - Mobile Device Security Standard
   - Remote Access Standard

   NYS ITS Security Policies and Standards are available at (http://www.its.ny.gov/tables/technologypolicyindex.htm/security). The Contractor shall not distribute, use, repurpose or share Confidential Information across other applications, environments, business units of the Contractor, or provide Confidential Information to other contractors, agents, subcontractors or interested parties unless required to fulfill this Agreement or directed by the State.

2. Encrypt all Confidential Information in transit and at rest. At a minimum, cryptographic modules used for data transmission must be validated to FIPS 140-2 for the protection of sensitive information. All Confidential Information shall be stored and accessed solely in the continental United States.

3. In addition to the requirements of Clause22 of Appendix A, Standard Clauses for New York State Contracts, in the event any person, including Contractor's employees, officers, subcontractors and agents, obtains unauthorized access to Confidential Data, notify the ITS EISO and provide notice to the Department, and contact both by telephone as soon as possible, but in no event more than 24 hours from the time the Contractor confirms the unauthorized access. The Contractor shall consult with and receive authorization from the State as to the content of any notice to affected parties prior to notifying any affected parties. The Contractor shall cooperate with the ITS EISO and any contractor working on behalf of the State in attempting to determine the scope of the unauthorized access, prevent future recurrences and take corrective actions. Nothing herein shall in any way impair the authority of the State or Office of the Attorney General to bring an action against the Contractor to enforce the provisions of the New York State Information Security Breach Notification Act, limit the Contractor's liability for any violations of any application law, or limit the State's other remedies available under the Agreement, law, or equity.

4. Cause an independent third party to perform, at the Contractor's sole cost and expense, an audit of all data centers used to perform the services under this Agreement, when directed to by the Department. The independent third party shall produce a Service Organization Control Type 2 audit report, as defined by the American Institute of Certified Public Accountants, or approved equivalent, and the Contractor shall promptly provide a copy of the report to the Department.

5. Implement a written disaster recovery plan that meets or exceeds ISO 27031 standards.

6. Secure physical copies of Confidential Information in a place and manner that is secure from unauthorized access, such as through the use of locked cabinets and storage rooms.

7. If directed by the Department, provide the Department with a copy of the Confidential Information, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the Department continued access to the Confidential Information for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this contract, Contractor shall destroy the Confidential Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information from Contractor's systems. The sanitization process must be in compliance NYS Security Policy NYS-S13-003, https://its.ny.gov/sanitization-secure-disposal-standard, and, where required, the FBI's Criminal Justice Information sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Contractor will certify that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the State, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Contractor if the Confidential Information is not released to the State in accordance with the preceding sections.

8. The Contractor may submit to the Department evidence of exemption or hardship in complying with the Confidential Information and security provisions of this section. The Department shall determine, in its sole discretion, whether to waive or amend any of the requirements required by this section in response to the Contractor's claim of exemption or hardship.

Q. Accessibility Compliance Testing

Accessibility compliance testing pursuant to Section III(H) of the NYS Contract for Grants shall be conducted by the Contractor. Any results or reports of such testing shall promptly be provided by the Contractor to Department.

ATTACHMENT A-2

New York State Department of State, Local Government Programs (05/30/2024)

I. Program Specific Clauses – Local Government Programs

A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.

2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.

3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.

4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, Program Work Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.

5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.

6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available from the Department of State's Division of Local Government Services.

7. The Department will provide Contractor with a Quarterly Contractor Report form pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Attachment A-1, Section M,6. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.

8. The Contractor shall submit two copies of a "Project Status Report" every six months from Contract execution date.

B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

   "This (document, report, map, etc.) was prepared with funds provided by the New York Department of State though programs administered by the Division of Local Government Services."

2. The Department of State requires a project sign at the site of all construction projects, which involve more than $50,000 of LGS funds. The expense associated with meeting this

requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

a. Installation

(1) Install sign at the site within one week of the start of construction.

(2) Erect sign in a prominent location, secure from vandalism.

b. Materials

(1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.

(2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.

(3) Lettering and striping shall be uniform with sharp, neat profiles.

(4) "Optional Information" included on sign shall be visually subordinate to other information provided.

(5) Supports: Treated (Douglas Fir) posts.

c. Maintenance and Removal

(1) Maintain the sign plumb and level for the duration of the work.

(2) Remove the sign from the property within 10 days of final payment.

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Funding for this project provided by a

New York Department of State
Local Government Services

New York Governor (Insert Name) New York Secretary of State (Insert Name)

Local Officials (optional)

C. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the

Project.

2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

3. This Date/Time Warranty shall survive for a period of time beyond termination or expiration of this Contract, either through; a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.

2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.

3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Albany County SWIMS Program

CONTRACTOR SFS PAYEE NAME: Albany County

CONTRACT PERIOD: From: 04/01/24

To: 09/30/25

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a. Salary	3350	0		0	3350
b. Fringe	0	0		00	0
Subtotal	3350	0		0	3350
2. Non Personal Services					
a. Travel	0	0.00		0	0
b. Space/Property & Utilities	0	0		0	0
c. Operating Expenses	0	0		0	0
d. Contractual Services	45650	0		0	45650
e. Equipment	0	0		0	0
f. Other	1000	0		00	1000
Subtotal	46650	0		0	46650
TOTAL	50000	0			50000
TOTAL MWBE GOAL		MBE GOAL		WBE GOAL	

MWBE GOAL AMOUNT

Contract Number: # T1002838

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Albany County Admin					3350
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
				Subtotal	3350
FRINGE – TYPA/DESCRIPTION					
				PERSONAL SERVICES TOTAL	3350

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL – TYPE/DESCRIPTION	TOTAL
1. N/A	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0

SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION	TOTAL
1. N/A	0
2.	0
3.	0
TOTAL	
SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION	**TOTAL**
1. N/A	0
2.	
3.	
TYPE/DESCRIPTION OF UTITLITY EXPENSES	**TOTAL**
1. N/A	0
2.	
3.	
TOTAL	0

OPERATING EXPENSES – TYPE/DESCRIPTION	TOTAL
1. N/A	0
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0

CONTRACTUAL SERVICES – TYPE/DESCRIPTION	TOTAL
1. The Village of Altamont (Certification and Retention)	9130
2. Town of Colonie (Certification and Retention)	9130
3. City of Watervliet (Certification and Retention)	9130
4. Town of Bethlehem (Certification and Retention)	9130
5. City of Cohoes (Certification and Retention)	9130
6.	
7.	
8.	
TOTAL	45650

EQUIPMENT – TYPE/DESCRIPTION	TOTAL
1. N/A	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	0

OTHER – TYPE/DESCRIPTION	TOTAL
1. Materials used for recruitment and advertising	1000
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	1000

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME:	Albany County SWIMS	
CONTRACTOR SFS PAYEE NAME:	Albany County	
CONTRACT PERIOD:	From:	04/01/24
	To:	09/30/25

AWARD: $50,000.00

Provide an overview of the project including goals, tasks, desired outcome and performance measures:

In the Summer of 2025, Albany County will train and or supplement the wages of one lifeguard per municipality it partners with to increase the safety of swimming facilities within the county. These will be part-time jobs without benefits.
Our program, which aims to promote aquatic safety and increase safe aquatic recreation opportunities, requires financial support for salaries, certification, training, and materials. By building a strong team of qualified lifeguards, we can create a safer environment and enhance the aquatic experience for Albany County residents.

The Albany County Department of Parks and Recreation offers a Lifeguard Certification Program through the American Red Cross's certification, recertification, and CPR courses. The program seeks to cut costs, expand training, increase the number of lifeguards and create job opportunities through a pipeline and job placement program. Our goal is to boost the number of lifeguards in communities of need and enhance the safety and enjoyment of aquatic activities for all residents. This program serves a dynamic and diverse mix of individuals including current and prospective lifeguards, recreational swimmers, and the general public residing in the Village of Altamont, Town of Colonie, City of Watervliet, Town of Bethlehem, and the City of Cohoes.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: Hire Summer Lifeguards	Personnel	a. Recruiting	i. Lifeguards enrolled in class.
		b. Retaining	ii. Employed for 14 calendar days

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
Supplemented Wages	Personnel	Supplement Wages	i) Enrolled municipal lifeguards ii) Salaries increased by 2%

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
Recruitment and advertising	Other	Education	inquiries and enrollment
		Media post (all forms)	Number of media placements

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period : Month/Day – Month/Day			
Claim Number	Claim Type	Claim Period	Due Date
	Payment - (Reimbursement Request)	Quarterly through life of contract	4/30, 7/31, 10/31, 1/31
	Final Payment	At completion of project	Completion of Project
			Or 90 days after contract end

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☑ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

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

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: Month X, - Month X, (Annual Requirements)			
Progress Report	Report Type	Report Period	Due Date
Quarterly - 1	Quarterly - Work Plan	1/1 - 3/31	30 Days *
Quarterly - 2	Quarterly - Work Plan	4/1 - 6/30	30 Days *
Quarterly - 3	Quarterly - Work Plan	7/1 - 9/30	30 Days *
Quarterly - 4	Quarterly - Work Plan	10/1 - 12/31	30 Days *
Final	Final Report	End of Contract	60 Days
	MWBE Utilization Form	Throughout life of the contract	Within 2 weeks of hire
	MWBE Utilization Report via NYSCS	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31 *
		* Due every year during contract period, as amended	

E. Special Payment and Reporting Provisions

The Payment Contact for this contract is:

NYS Department of State
Division of Local Government Services
One Commerce Plaza
99 Washington Avenue, Suite 1115
Albany, NY 12231

Completed progress reports and payment request forms should be emailed to lgeprogram@dos.ny.gov, copying the DOS LGE project manager with the following subject line:

Payment Request/Progress Report: [Contract Number], [Grantee Name], [Grant Program]

DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

March 6, 2025

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

Re: Request for public hearing on annual Agricultural District additions

Dear Chairperson Cunningham,

Please find enclosed a Request for Legislative Action to be considered at the April 2025 Conservation, Sustainability and Green Initiatives Committee meeting.

In accordance with NYS Agriculture and Markets Law, a public hearing on the proposed annual additions to Albany County Agricultural Districts must be held in order to receive comments on the recommended modifications.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6430, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Request for public hearing on annual Agricultural District additions

Date: 3/6/2025
Department: Real Property
Attending Meeting: Michael McGuire
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Other (State if not Listed) Public hearing

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☒ No ☐
If Mandated, Cite Authority: NYS Department of Agriculture and Markets Law 25AA
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: 24-269 5/13/2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Albany County Legislature has established an annual thirty-day period beginning February 1, during which, landowners can request inclusion of land in an Agricultural District. In accordance with NYS Agriculture and Markets Law, a public hearing on the proposed modifications to a District must be held to receive comments.

Albany County Agriculture and Farmland Protection Board

Recommendations of the Albany County Agricultural and Farmland Protection Board
Annual Agricultural District Review 2025

Prepared by Michael McGuire – Albany County Real Property Tax Service Agency March 2025

Pursuant to Article 25-AA section 303-b of NYS Agricultural and Markets law, the Albany County Legislature established an annual review period beginning on February 1 during which property owners may apply to add land to any of the County's three Agricultural Districts. On behalf of the County Legislature, the County Soil and Water Conservation District conducted a review of all landowner applications for inclusion in a District. The findings of this review, which relied on information provided by the landowner, analysis of aerial photos, and in some cases, a field assessment of the subject parcels, have been reviewed by the Agricultural and Farmland Protection Board. Based on this review the following report and recommendations are submitted for consideration by the County Legislature.

A total of twelve (12) parcels were submitted for consideration to be included in the Albany County Agricultural Districts during the 30-day annual review period beginning February 1, 2025. Of the parcels submitted, eleven (11) parcels were found to be consistent with the intent of agricultural districting and are recommended for inclusion in the appropriate Agricultural District.

Town	Parcel	# of Acres	Ag District	Recommendation of AFPB	Principal Enterprise
Berne	81.-1-22.100	71.77	1	ADD	Livestock
Rensselaerville	180.-1-10	137.7	2	ADD	Livestock
Bethlehem	121.04-1-16.1	68.09	3	ADD	Hay
Bethlehem	122.00-1-2.11	22.3	3	ADD	Hay
Bethlehem	121.00-3-8.1	122	3	ADD	Hay
Bethlehem	122.00-1-1.11	8.27	3	ADD	Hay
Bethlehem	109.00-3-9	59.4	3	ADD	Hay
Bethlehem	109.00-1-33.1	11.5	3	ADD	Hay
Bethlehem	109.00-3-10	32.9	3	ADD	Hay
Bethlehem	109.00-1-31	11.5	3	ADD	Hay
Bethlehem	109.00-3-4.1	37.69	3	ADD	Hay
Cohoes	10.17-1-3	10.2	3	DENY	Christmas Trees
Total Acres Added		**583.12**			

Tom DellaRocco – Chairman / Mike Zakens / Michael McGuire / Harold E. Hahn / Tom Gallagher / Gary Kleppel / John O'Pezio / Matthew Miller / Erin Bradt / Edward Kleinke

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Annual review of proposed additions to Albany County Agricultural Districts

Project Location (describe, and attach a location map):
Albany County Agricultural Districts #1, #2, #3

Brief Description of Proposed Action:
Pursuant to Article 25-AA section 303-b of NYS Agricultural and Markets law, the Albany County Legislature established an annual review period beginning on February 1 during which property owners may apply to add land to any of the County's three Agricultural Districts. A total of eleven (11) parcels totaling 583.12 acres are recommended for inclusion in the appropriate Agricultural District. This action would modify the Albany County Agricultural District boundaries to include the subject parcels (see attached narrative and map).

Name of Applicant or Sponsor:	Telephone: 518-447-7163
Albany County Legislature	E-Mail:

Address:
112 State St, Room 710

City/PO:	State:	Zip Code:
Albany	NY	12207

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES
	☐	☐

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES
	☐	☐

8.	NO	YES
a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES
	☐	☐

10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES
	☐	☐

11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES
	☐	☐

12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES
	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

13.	NO	YES
a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Hon. Joanne Cunningham Date: _____

Signature: _____ Title: _____

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✔	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	✔	☐
3. Will the proposed action impair the character or quality of the existing community?	✔	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✔	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✔	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✔	☐
7. Will the proposed action impact existing: a. public / private water supplies?	✔	☐
b. public / private wastewater treatment utilities?	✔	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✔	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✔	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✔	☐
11. Will the proposed action create a hazard to environmental resources or human health?	✔	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed modification to Albany County Agricultural Districts will result in an additional 583.12 acres included within the district boundary. The findings of this review relied on information provided by the landowner, analysis of aerial photos, and in some cases, a field assessment of the subject parcels and review by the Albany County Agricultural and Farmland Protection Board. The recommended additions below were found to be consistent with the intent of agricultural districting as described in NYS Agriculture and Markets Law 25AA and compatible with the goals and objectives of the Agricultural Districts Law. Based on the information and analysis conducted, the modification of the agricultural district boundary was found not to have any significant adverse environmental impacts.

Berne 81.-1-22.100
Rensselaerville 180.-1-10
Bethlehem 121.04-1-16.1
Bethlehem 122.00-1-2.11
Bethlehem 121.00-3-8.1
Bethlehem 122.00-1-1.11
Bethlehem 109.00-3-9
Bethlehem 109.00-1-33.1
Bethlehem 109.00-3-10
Bethlehem 109.00-1-31
Bethlehem 109.00-3-4.1

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Albany County Legislature	
Name of Lead Agency	Date
Hon. Joanne Cunningham	Chairwoman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Michael McGuire
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 269

PUBLIC HEARING ON PROPOSED MODIFICATIONS TO AGRICULTURAL DISTRICT NOS. 1, 2 AND 3

Introduced: 5/13/24
By Conservation, Sustainability, and Green Initiatives Committee:

WHEREAS, Section 303-b of the Agriculture and Markets Law mandates an annual thirty-day review period when landowners can request inclusion of land in an agricultural district prior to the County established review period, and

WHEREAS, Such review has been conducted and modifications have been proposed regarding the inclusion of actively viable farmland into agricultural districts located in the Towns of Berne, Knox, Westerlo, Rensselaerville, Guilderland, and Coeymans, and

WHEREAS, In connection with such review, a proposal for the modification of Albany County Agricultural Districts has been submitted, and

WHEREAS, In conducting such review, Section 303-b of the Agriculture and Markets Law requires this Honorable Body to hold a public hearing on the additions to Agricultural Districts upon notice as prescribed therein, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the Clerk of the County Legislature shall cause notice to be posted in the designated local newspapers of a public hearing to be held at 7:15 p.m. on Tuesday, May 28, 2024, with participation instructions included therein and available on the Albany County website for the purpose of receiving the comments of any interested persons regarding the proposed modifications to Agricultural District Nos. 1, 2, and 3 within Albany County, and, be it further

RESOLVED, That notice of said public hearing be given in accordance with the requirements of the Agriculture and Markets Law, and, be it further

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

DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

April 1, 2025

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

Re: RP-554 Application for Corrected Tax Roll
157 Homestead Ave, City of Albany, Tax Map Identification # 64.35-2-31 .

Dear Chairperson Cunningham,

The Albany County Land Bank has submitted 1 Application for Corrected Tax Roll to correct erroneous 2024 school tax bill issued for 157 Homestead Ave, City of Albany, Tax Map Identification # 64.35-2-31.

The Albany County Land Bank was established under Article 16 of the NYS Not-For-Profit Corporations Law, the Land Bank Act. All property owned by the Albany County Land Bank is exempt from taxation upon acquisition of the property. The Albany County Land Bank acquired 157 Homestead Ave on 8/28/2024. Due to a unlawful entry error as defined under NYS RPTL §550 (7)(a) this wholly tax exempt property was entered on the taxable portion of the 2024 assessment roll and subsequent tax rolls.

Real Property Tax Law §554 allows for the correction of unlawful entry errors on the assessment and tax rolls. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the reissue of corrected bill in the amount of $0.00.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

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

Legislation Text

File #: TMP-6504, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to authorize the correction of the 2024 school tax bill of 157 Homestead Avenue, City of Albany, Tax Map Identification Number 64.35-2-31

Date: 4/1/2025
Department: Real Property
Attending Meeting: Michael McGuire
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Other (State if not Listed) Tax Bill Correction

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Albany County Land Bank has submitted 1 Application for Corrected Tax Roll to correct erroneous 2024 school tax bill issued for 157 Homestead Ave, City of Albany, Tax Map Identification # 64.35-2-31.

The Albany County Land Bank was established under Article 16 of the NYS Not-For-Profit Corporations Law, the Land Bank Act. All property owned by the Albany County Land Bank is exempt from taxation upon acquisition of the property. The Albany County Land Bank acquired 157 Homestead Ave on 8/28/2024. Due to a unlawful entry error as defined under NYS RPTL §550 (7)(a) this wholly tax exempt property was entered on the taxable portion of the 2024 assessment roll and subsequent tax rolls.

Real Property Tax Law §554 allows for the correction of unlawful entry errors on the assessment and tax rolls. I recommend that the Albany County Legislature approve the correction to the tax rolls and authorize the reissue of corrected bill in the amount of $0.00.

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: Albany County Land Bank Corporation	
Mailing address of owners *(number and street or PO box)*: 111 Washington Ave Suite 601	Location of property *(street address)*: 157 Homestead Ave
City, village, or post office: Albany — State: NY — ZIP code: 12210	City, town, or village: Albany — State: NY — ZIP code: 12203
Daytime contact number: (518)407-0309 — Evening contact number:	Tax map number of section/block/lot; Property identification *(see tax bill or assessment roll)*: 64.35-2-31
Account number *(as appears on tax bill)*: 26256	Amount of taxes currently billed: $2,861.83
Reasons for requesting a correction to tax roll: Acquisition Date: 02/24/2017 Deed Date: 02/23/2017 R# 2017-4835	

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

Signature of applicant	Date: 3/31/25

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: 3/31/2025	Period of warrant for collection of taxes: 9/1/2024
Last day for collection of taxes without interest: 9/30/2024	Recommendation: **Approve application** ☒ **Deny application** ☐
Signature of official	Date: 4/1/2025

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: 2,501.61	Corrected tax: Ø
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

Albany County Real Property Tax Service Agency
Tax Bill Correction Worksheet

Date:	4/1/2025
Municipality:	City of Albany
Property Address:	157 Homestead Ave
Tax ID Number:	64.35-2-31
Tax(s) to be corrected:	2024 School Tax

Original Bill

Levy Description	Taxable Value / Ur	Rate	Tax Amount
School Tax	162,000	14.332145	$ 2,321.81
Library Tax	162,000	1.109852	$ 179.80
		Total Tax Due	$ 2,501.61

Correct Bill

Levy Description	Taxable Value / Ur	Rate	Tax Amount
School Tax	-	14.332145	$ -
Library Tax	-	1.109852	$ -
		Total Tax Due	$ -

Correction

Original Amount Due	$ 2,501.61
Correct Amount Due	**$ -**

City School District of Albany
518 - 475 - 6035

Notice of 2024 School Tax

TAYLOR ELLEN R
157 HOMESTEAD AVE
ALBANY, NY 12203

SBL: 64.35-2-31
ADDR: 157 HOMESTEAD AVE
SWIS: 010100 Albany
Bill #: 2024-006475

MAIL PAYMENT WITH REMITTANCE STUB TO:

City School District of Albany
PO Box 15133

Albany, NY 12212 - 5133

ASSESSMENT INFORMATION

Full Market Value as of	July 01, 2024	$162,000.00
Total Assessed Value as of	July 01, 2024	$162,000.00
Uniform Percentage of Value		100.00

Exemption **Ex Amt**

PROPERTY TAXES

	Taxable Assessed Before STAR	Rate per $1000	Non-Homestead Rate per $1000	Taxes Due
Sch	$162,000.00	14.332145	19.629521	$2,321.81
Lib:	$162,000.00	1.109852	1.52007	$179.80
			Total Tax Due:	$2,501.61

SEND STUB WITH PAYMENT **2024 - 2025 SCHOOL TAX INSTALLMENT #1** 64.35-2-31

Mark here [ ] for receipt City School District of Albany

DUE WITHOUT PENALTY BY Sep 30, 2024

2024-006475-1

If Paid Between	Penalty Amt	Total Due
Sep 01 - Sep 30	$0.00	$2,501.61
Oct 01 - Oct 31	$75.05	$2,576.66
Nov 01 - Nov 15	$100.06	$2,601.67

COUNTY OF ALBANY

Real Estate Tax Statement

Parcel: 06403500020310000000
Location: 157 HOMESTEAD AVE

Owner:
ALBANY COUNTY LAND BANK
111 WASHINGTON AVE STE 100
ALBANY NY 12210

Status:

Square	0
Land Valuation:	162,000
Building Valuation:	0
Exemptions:	0
Taxable Valuation:	162,000
Interest Per Diem:	182.12

Legal Description:

Deed Date: **Book/Page:** **Interest Date:** 04/30/2025

Year	Type	Bill
2024	RE-E	6136

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	2,601.67	2,601.67	130.08	2,731.75
	5% PERCENT	130.08	130.08	0.00	130.08
		2,731.75	2,731.75	130.08	2,861.83
Year Totals		**2,731.75**	**2,731.75**	**130.08**	**2,861.83**
Grand Totals		**2,731.75**	**2,731.75**	**130.08**	**2,861.83**

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 Stone, Isabella **

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded (Month / Day / Year)

C3. Book C4. Page

New York State Department of **Taxation and Finance**

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location: 157 (* STREET NUMBER) Homestead Ave (* STREET NAME)
Albany (* CITY OR TOWN) (VILLAGE) 12203 (* ZIP CODE)

2. Buyer Name: Albany County Land Bank (* LAST NAME/COMPANY) Corporation (FIRST NAME)
(LAST NAME/COMPANY) (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form) Albany County Land Bank (LAST NAME/COMPANY) Corporation (FIRST NAME)
111 Washington Ave, Suite 100 (STREET NUMBER AND NAME) Albany (CITY OR TOWN) NY (STATE) 12210 (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists ☐
4B. Subdivision Approval was Required for Transfer ☐
4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size (* FRONT FEET) X (* DEPTH) OR 0.10 (* ACRES)

6. Seller Name: Taylor (* LAST NAME/COMPANY) Ellen (FIRST NAME)
(LAST NAME/COMPANY) (FIRST NAME)

*7. Select the description which most accurately describes the use of the property at the time of sale:
A. One Family Residential

Check the boxes below as they apply:
8. Ownership Type is Condominium ☐
9. New Construction on a Vacant Land ☐
10A. Property Located within an Agricultural District ☐
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 08/28/2024

* 12. Date of Sale/Transfer 08/29/2024

*13. Full Sale Price 0.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations) *Please round to the nearest whole dollar amount.*

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
☐ A. Sale Between Relatives or Former Relatives
☐ B. Sale between Related Companies or Partners in Business.
☐ C. One of the Buyers is also a Seller
☐ D. Buyer or Seller is Government Agency or Lending Institution
☐ E. Deed Type not Warranty or Bargain and Sale (Specify Below)
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
☐ G. Significant Change in Property Between Taxable Status and Sale Dates
☐ H. Sale of Business is Included in Sale Price
☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)
☐ J. None

*Comment(s) on Condition:
Deed in Lieu of Foreclosure

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 17

*17. Total Assessed Value 162,000

*18. Property Class 210

*19. School District Name Albany

*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))
60.35-2-31

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

Ellen R Taylor
SELLER SIGNATURE DATE

BUYER SIGNATURE

BUYER SIGNATURE DATE 8/29/24

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: if buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

McGuire (* LAST NAME) Sean (FIRST NAME)

(518) (* AREA CODE) 407-0309 (* TELEPHONE NUMBER (Ex. 999999))

111 (* STREET NUMBER) Washihgton Ave Suite 100 (* STREET NAME)

Albany (* CITY OR TOWN) NY (* STATE) 12210 (* ZIP CODE)

BUYER'S ATTORNEY

Turner (LAST NAME) Raysheea (FIRST NAME)

(518) (AREA CODE) 400-0672 (TELEPHONE NUMBER (Ex. 999999))

ALBANY COUNTY – STATE OF NEW YORK
BRUCE A. HIDLEY COUNTY CLERK
16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE
*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****

INSTRUMENT #: R2024-14726

Receipt#: 20240727400
Clerk: HC
Rec Date: 09/04/2024 08:57:12 AM
Doc Grp: D
Descrip: DEED
Num Pgs: 6
Rec'd Frm: Wallace Turner Law, LLP

Party1: TAYLOR ELLEN R
Party2: ALBANY COUNTY LAND BANK CORP
Muni: ALBANY CITY

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Sub Total:	210.00
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	0.00
Total:	210.00

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

***** Transfer Tax *****
Transfer Tax #: 687
Transfer Tax

Total: 0.00

Record and Return To:

WALLACE TURNER LAW, LLP
134 CENTRAL AVE
ALBANY, NY 12206-2901

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

Bruce A. Hidley
Albany County Clerk

RECORD AND RETURN TO:
Wallace Turner Law, LLP
134 Central Ave
Albany NY 12206

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made the 28th day of August, Two-Thousand and Twenty Four,

BETWEEN

ELLEN R. TAYLOR, currently residing at 60 North Allen Street, Albany, NY 12203,

party of the first part, and

THE ALBANY COUNTY LAND BANK CORPORATION, a not-for-profit corporation organized and existing pursuant to the laws of the State of New York, currently having a principal place of business located at 111 Washington Ave, Suite 100, Albany NY 12210,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ---ZERO DOLLARS--- and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain lot, piece, or parcel of land situate, lying and being in the City of Albany, County of Albany and State of New York, described as **"PARCEL No. ALBANY 6100-11-100, 157 Homestead Avenue, City of Albany (Tax Map No. 64.35-2-31)"** in the Deed in Foreclosure conveying said premises to the party of the first part executed by the Enforcing Officer of the County of Albany, New York, Tax District on 6/24/2016 and recorded in the Albany County Clerk's Office on 6/24/2016 as Instrument No. R2016-13506 made pursuant to the Final Judgment of Foreclosure with respect to said premises granted to said Tax District by the Albany County Court on 6/13/2016 and entered in the Albany County Clerk's Office on 6/15/2016 in the proceeding commenced in that Court under Index No. 6100-11 entitled "In the Matter of the "In Rem" Delinquent Tax Lien Foreclosure Proceeding brought pursuant to Article Eleven, Title 3, of the Real Property Tax Law by THE COUNTY OF ALBANY, NEW YORK, TAX DISTRICT against Those Parcels of Real Property described in the **LIST OF DELINQUENT TAXES filed on 12/2/2011** covering the City of Albany, Albany County"

This deed is given in lieu of foreclosure of the mortgage executed, acknowledged, and delivered by the Grantor, as mortgagor, to Albany County Land Bank Corporation, as mortgagee, dated July 24, 2017, recorded in the Office of the County Clerk of the County of Albany on August 8, 2017 as Instrument #R2017-18634.

IT BEING the intention of the parties that the aforementioned mortgage shall not merge into the fee interest conveyed hereby, but that such mortgage shall remain as a good and valid mortgage, separate and apart from any other interest of the party of the second part in the fee.

THIS DEED is an absolute conveyance of title in effect as well as form and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is the full release of the parties of the first part from all debts, bonds, notes, obligations, costs, and charges heretofore subsisting on account and by the terms of the aforementioned mortgage, and by acceptance of this deed the party of the second part automatically grants such release.

TOGETHER with all right, title, and interest, if any, of the party of the first part in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

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

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

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

IN PRESENCE OF:

Ellen R. Taylor

STATE OF NEW YORK

:SS

COUNTY OF ALBANY

On the 29 day of August in the year 2024, before me, the undersigned, personally appeared **ELLEN R. TAYLOR,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies) and that by their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

KIMBERLEY F WALLACE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Albany County
02WA6414775
MY COMMISSION EXPIRES 03/01/2025

COUNTY: Albany

TOWN/CITY: Albany

PROPERTY ADDRESS: 157 Homestead Avenue, Albany NY 12203

SECTION: 64.35

BLOCK: 2

LOT: 31

RELEASE OF DEVELOPMENT ENFORCEMENT NOTE AND MORTGAGE AGREEMENT

The undersigned, **Sean ~~McGuire~~** Maguire, Executive Director of and for **ALBANY COUNTY LAND BANK CORPORATION,** a New York not-for-profit corporation, having its principal place of business at **111 Washington Ave, Albany NY 12210**, hereby certifies and declares that the Development Enforcement Note And Mortgage Agreement, dated 8-29-2024, and executed by **Ellen Taylor**, with an address of 60 North Allen Street, No.1, Albany, New York 12203 as the Developer/Mortgagor, to the **ALBANY COUNTY LAND BANK CORPORATION,** as the Land Bank/Mortgagee, and recorded in the office of the Clerk of the County of Albany, State of New York, as **Instrument# R2017-18634** on the 8th day of August, 2017, encumbering certain real property known as **157 Homestead Ave, Albany, New York 12203, (Tax Map#: 64.35-2-31),** has been ***FULLY PAID, SATISFIED, RELEASED AND DISCHARGED,*** and that the property secured thereby has been released from the lien of such mortgage.

IN WITNESS WHEREOF, the undersigned has executed this release on August 29, 2024.

ALBANY COUNTY LAND BANK CORPORATION

By: Sean ~~McGuire~~ Maguire, Executive Director

STATE OF NEW YORK

: **ss.:**

COUNTY OF ALBANY

On this 29th day of August, 2024, before me, the undersigned, personally appeared **Sean ~~McGuire~~** Maguire, known 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 on behalf of which the individual acted, executed the instrument.

KIMBERLEY F WALLACE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Albany County
02WA6414775
MY COMMISSION EXPIRES 03/01/2025

Notary Public-State of New York