County of Albany

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

Meeting Agenda

Thursday, September 25, 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

CURRENT BUSINESS:

5. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 311 ORANGE STREET (TAX MAP NO. 65.72-6-32) IN THE CITY OF ALBANY

6. AUTHORIZING THE CONVEYANCE OF PARCELS OF REAL PROPERTY LOCATED AT 211 AND 213 SEMINOLE AVENUE (TAX MAP NOS. 65.54-4-4 AND 65.54-4-5) IN THE CITY OF ALBANY

7. AUTHORIZING CORRECTIONS TO THE TAX ROLL FOR THE CITY OF ALBANY

8. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH ALBANY ROAD SOLAR, LLC REGARDING REAL PROPERTY LOCATED AT ALBANY ROAD (TAX MAP NO. 120.00-3-1) IN THE TOWN OF BETHLEHEM

9. AUTHORIZING THE RELEASE OF RIGHT OF REVERTER AND RE-ENTRY OF TITLE TO 33 MYRTLE AVENUE IN THE CITY OF ALBANY

10. AUTHORIZING THE CANCELLATION AND CHARGE BACK OF UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 231 EDWARDS HILL ROAD (TAX MAP NO. 172.-1-10.13/2) IN THE TOWN OF RENSSELAERVILLE

11. AMENDING THE 2025 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

County of Albany

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

Meeting Minutes

Thursday, August 28, 2025

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Dustin M. Reidy, Frank J. Commisso, Gary W. Domalewicz, Mark E. Grimm, Paul J. Burgdorf and Maggie Alix

Excused: Wanda F. Willingham, Raymond F. Joyce and Lynne Lekakis

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. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, PURSUANT TO SECTION 41.00 OF THE LOCAL FINANCE LAW, REPEALING, IN WHOLE OR IN PART, VARIOUS PARTIALLY UNISSUED BOND AUTHORIZATIONS OF CERTAIN BOND RESOLUTIONS OF SAID COUNTY, WHICH AUTHORIZED THE ISSUANCE OF BONDS TO FINANCE VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY

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

6. AUTHORIZING AN AGREEMENT WITH HAWKINS, DELAFIELD, AND WOOD, LLP REGARDING ARBITRAGE COMPLIANCE SERVICES

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

7. AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET: OVERTIME

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

8. AUTHORIZING A DETERMINATION OF COMPLIANCE WITH NEW YORK COUNTY LAW §268 REGARDING THE ALBANY COUNTY CAPITAL PROJECTS IMPROVEMENT PLAN

   This proposal was withdrawn at the request of the Sponsor.

9. A RESOLUTION APPROVING AN INCREASE AND IMPROVEMENT OF FACILITIES OF THE ALBANY COUNTY WATER PURIFICATION DISTRICT IN THE COUNTY OF ALBANY, NEW YORK

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

10. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 245 NORTHERN BLVD (TAX MAP NO. 65.57-2-64) 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.

11. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 275 SECOND AVENUE (TAX MAP NO. 76.62-2-26) 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.

12. SUPPLEMENTAL BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, STATING THE ESTIMATED MAXIMUM COST OF THE ACQUISITION OF FOOD SERVICE AND DISTRIBUTION EQUIPMENT FOR USE AT SHAKER PLACE REHABILITATION AND NURSING CENTER IS $1,300,000, APPROPRIATING AN ADDITIONAL $300,000 FOR SAID PROJECT, AND AUTHORIZING THE ISSUANCE OF $300,000 BONDS OF SAID COUNTY TO FINANCE SAID ADDITIONAL APPROPRIATION

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

13. SUPPLEMENTAL BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, STATING THE ESTIMATED MAXIMUM COST OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE AND COMPUTER SYSTEM UPGRADES AT SHAKER PLACE REHABILITATION AND NURSING CENTER IS $645,000, APPROPRIATING AN ADDITIONAL $150,000 FOR SAID PROJECT, AND AUTHORIZING THE ISSUANCE OF $150,000 BONDS OF SAID COUNTY TO FINANCE SAID ADDITIONAL APPROPRIATION

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

14. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, AUTHORIZING THE CONSTRUCTION OF ALTERATIONS AND IMPROVEMENTS AT SHAKER PLACE REHABILITATION AND NURSING CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $5,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $5,000,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

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

15. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 AND SUPPLEMENTED ON JUNE 10, 2024, IN CONNECTION WITH THE SLUDGE PROCESSING IMPROVEMENTS PROJECT

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

16. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE NORTH PLANT IMPROVEMENTS PROJECT

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

17. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE SOUTH PLANT TREATMENT PROCESS IMPROVEMENTS

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

18. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE HVAC UPGRADES AT THE NORTH AND SOUTH PLANTS PROJECT

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

19. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT REGARDING BROADBAND INFRASTRUCTURE IMPROVEMENTS 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.

20. AMENDING RESOLUTION NO. 593 FOR 2023 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2A LINCOLN AVENUE (TAX MAP NO. 44.1-1-7.2) AND 201 SPRING STREET ROAD (TAX MAP NO. 44.1-1-7.1) 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.

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

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

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

Dear Chairwoman Cunningham,

Legislative authorization is requested to convey the property located at 311 Orange St. (Tax Map No.65.72-6-32) located in the City of Albany.

Albany Housing Coalition, Inc. seeks to acquire the vacant lot at #311 Orange Street for $100.00 The parcel is sited directly behind the Clinton Avenue Veterans Apartments (CAVA) property at #290 Clinton Avenue. The AHC's goal is to develop #311 Orange Street in support of the agency's Veterans programs as allowable in #311's Residential Townhome (R-T) district zoning. Initially, this may include fencing, paving, plantings, and/or surface water control as allowable under the building code.

The purchasers will be subject to all closing costs.

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

Sincerely,

M. David Reilly, Jr
Commissioner of Management and Budget

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

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

File #: TMP-6778, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Authorization for Property Conveyance for 311 Orange St. Albany NY Tax Map # 65.72-6-32

Date: 8/8/2025
Department: DMB
Attending Meeting: David Reilly
Submitted By: Christopher Conway
Title: Operations Analyst
Phone: 5184475566

Purpose of Request: Property Conveyance Enter text.

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: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: A91310.01051 “Gain From Sale-Tax Acquired Property.”
Revenue Amount: $100
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)
This request is for authorization to convey the property located at 311 Orange St. located in the City of Albany to the abutting owner Albany Housing Coalition for $100.00. This conveyance falls in line with the County Disposition Plan as it is being conveyed by the County to an entity who owns an abutting or adjacent property.

ALBANY HOUSING COALITION INC.

278 Clinton Avenue ~ Albany, New York 12210 ~ (518) 465-5251 ~ Fax (518) 599-5523
• Web: www.ahcvets.org • Email: s.young@ahcvets.org

July 7th, 2025

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

Re: #311 Orange Street
Albany, NY 12210
Tax ID: 65.72-6-32

Dear County Executive McCoy:

Greetings from the Albany Housing Coalition, Inc. Thank you for attending the opening event for the Clinton Avenue Veterans Apartments (CAVA) last December 10th at #290 and 292 Clinton Avenue. The six CAVA units are occupied by formerly homeless Veterans who are enjoying their newly renovated apartments.

We continue to invest in the CAVA project. Since the December event, we've added a comprehensive security camera system and 2" blinds at all (36) windows. We are currently planning to enhance the CAVA backyards with the installation of landscaping to include surface water drainage, masonry retaining walls, flat areas with sod, and elevated areas with hardscaping (cobblestones) and plantings.

This brings me to the point of this letter: ***Albany Housing Coalition seeks to acquire the vacant lot at #311 Orange Street***, sited directly behind our CAVA property at #290 Clinton Avenue, under the adjacent lot provisions of the current Disposition Plan.

Our goal is to develop #311 Orange Street in support of our agency's Veterans programs as allowable in #311's Residential Townhome (R-T) district zoning. Initially, this may include fencing, paving, plantings, and/or surface water control as allowable under the building code.

The Albany Housing Coalition, Inc. is hereby offering Albany County $100 in consideration of the proposed property transfer. Please reach out to me at (518) 694-0643 to discuss details of the transfer.

Thank you for your support of our programs that help Homeless Veterans achieve independent living, employment, and permanent housing in the community.

Sincerely,

Sondra Young
Executive Director

realRecord™

OWNERSHIP INFORMATION		PARCEL NO: 65.72-6-32	
POORAN CHRIS 311 ORANGE ST ALBANY NY 12210-0000		Mail:	14221 DALLAS PKWY DALLAS TX 75254-2946
		PHONE NUMBER:	
COUNTY:	ALBANY	CENSUS TRACT:	0008.00
PROPERTY CLASS:	311 - RESIDENTIAL VACANT LAND		

SALE INFORMATION							
		Sale Date	09/19/2017	Price $	2,100	Deed Date	09/19/2017
Arms Length	Y	Libre	2017	Page	22402	# Total Parcels	1
Seller	FANNIE MAE AKA	Buyer	POORAN CHRIS	Personal Property	0		

PRIOR SALES	PRICE	DATE	ARMS LENGTH	SELLER	BUYER
1	$ 100	05/09/2016	N	ALTMAN, ESQ. FREDERICK M. (REFER	FEDERAL NATIONAL MORTGAGE ASSOCIATION
2	$ 60,635	02/07/2007	Y	PETTY CHARLES	ARRINGTON JAMES
3	$ 30,000	04/29/1998	N	BENEFICIAL HOMEOWNER SERV	PETTY CHARLES C

STRUCTURAL INFORMATION		LOT INFORMATION		TAX INFORMATION	
Square Feet	2,838	Lot Size Dim.:	22.00x85.00	Tax ID#	65.72-6-32
Sqft. 1st Floor	946	Land SQFT	1,870	Assessed Value $	1,000
Sqft. 2nd Floor	946	Lot Size Acres	0.04	Land Assesment $	1,000
Fin. Basement Sqft.	946	Zoning	R2B	School Tax $	2
Year Built	1910	Nbhd Code	4040	County/Town Tax $	18
Bldg Style	ROW	School District	010100 - ALBANY	City/Village Tax $	
# Units	2	Desirability	TYPICAL	Total Tax $	20
# Stories	3.00	Water Front	N	Full Tax Value $	1,000
# Baths	2 FULL, 1 HALF	Sewer	COMMERCIAL/PUBLIC	Equalization Rate	1.00
# Bedrooms	5	Water	COMMERCIAL/PUBLIC	Prior Tax ID#	1.-524
# Fireplaces		Utilities	GAS/ELECTRIC	Full Land Value $	1,000
# Kitchens	2	Nbhd. Rating	AVERAGE		
Garage Type		Nbhd. Type	URBAN		
Garage Bays		# Res. Sites	1		
Cooling Detail	NONE	# Comm. Sites	0		
Heat Type	HEAT: (HOT WATER/STEAM) FUEL: (GAS)	Swis Code	010100		
Exterior	ALUM/VINYL				
Condition	NORMAL				
Basement Type	FULL				

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

Updated:04/25/2024 5:18 pm

EXEMPTIONS:

BASIC STAR 1999-2000

IMPROVEMENTS:

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

PRE-FORECLOSURE EXTERIOR INSPECTION

PARCEL ADDRESS: 311 ORange ST.
Street Number — Avenue/Street/Place Name

CITY/TOWN: Albany **CLASS CODE:** 311

TAX MAP NUMBER: 65 . 72 - 6 . 32 -

ASSESSED VALUE: $1,000

☐ ACCURATE ☐ NEEDS REVIEW by ASSESSOR

NOTICE POSTED: 6/27/24

Date of Inspection: 6/27/24 **Date of Prior Inspection:**

☑ VACANT LOT ☐ BUILDING ☐ AGRICULTURAL USE

☐ COMMERCIAL ☑ RESIDENTIAL ☐ **OCCUPIED/IN ACTIVE USE**

DOES THIS PROPERTY REQUIRE LOCAL CODE INSPECTION:

☐ YES, Date Referred: ☑ NO

GAS/ELECTRIC SERVICE—PLEASE Add Meter Number OR "NO METER"

GAS Meter Number: ☐ NO METER

WATER Meter Number: ☐ NO METER

ELECTRIC Meter Number: ☐ NO METER

Unsafe/Unfit Conditions Noted: ☐ **YES** ☐ **NO**
If yes, explain:

ENVIRONMENTAL ISSUES—PLEASE CHECK "YES" OR "NO"

Adjoining Property with Industrial Use ☐ YES ☑ NO ☐UNKN
Prior use as FUEL STATION ☐ YES ☑ NO

Revised July 2014

PRE-FORECLOSURE EXTERIOR INSPECTION

☐UNKN Prior use for MOTOR REPAIR ☐ YES ☑ NO ☐UNKN

Prior use as DRY CLEANER	☐ YES	☑ NO	☐UNKN
Prior use as LAND FILL	☐ YES	☑ NO	☐UNKN
Prior use as JUNK YARD	☐ YES	☑ NO	☐UNKN
Prior use as WASTE TREATMENT/PROCESSING	☐ YES	☑ NO	☐UNKN
OTHER COMMERCIAL USE W/ENV POTENTIAL	☐ YES	☑ NO	☐UNKN

Storage Tanks Visible on Property	☐ YES	☐ NO
Vent Pipes, Fill Pipes on Property	☐ YES	☐ NO
Stained Soil/Residue on Pooled Water Noted	☐ YES	☐ NO
Industrial Drums or Chemical Containers	☐ YES	☐ NO

VACANT LOT SECTION:

Current Overall Condition: ☐ GOOD ☑ FAIR ☐ POOR

Clear of Debris/Undergrowth: ☐ YES ☐ NO

Adjoining Occupied Structure(s): ☐ YES ☐ NO

BUILDINGS SECTION: # OF UNITS: ____________ # OF FLOORS ____________

Type of Construction: ☐ Wood ☐ Brick ☐ OTHER ____________

Current Overall Condition: ☐ GOOD ☐ FAIR ☐ POOR

Freestanding Structure: ☐ YES ☐ NO

Adjoining Common Walls: ☐One Side ☐Both Sides ☐ NONE

Are there other structures on the property? ☐YES ☐NO

Is there a FENCE or RETAINING WALL? ☐YES ☑NO

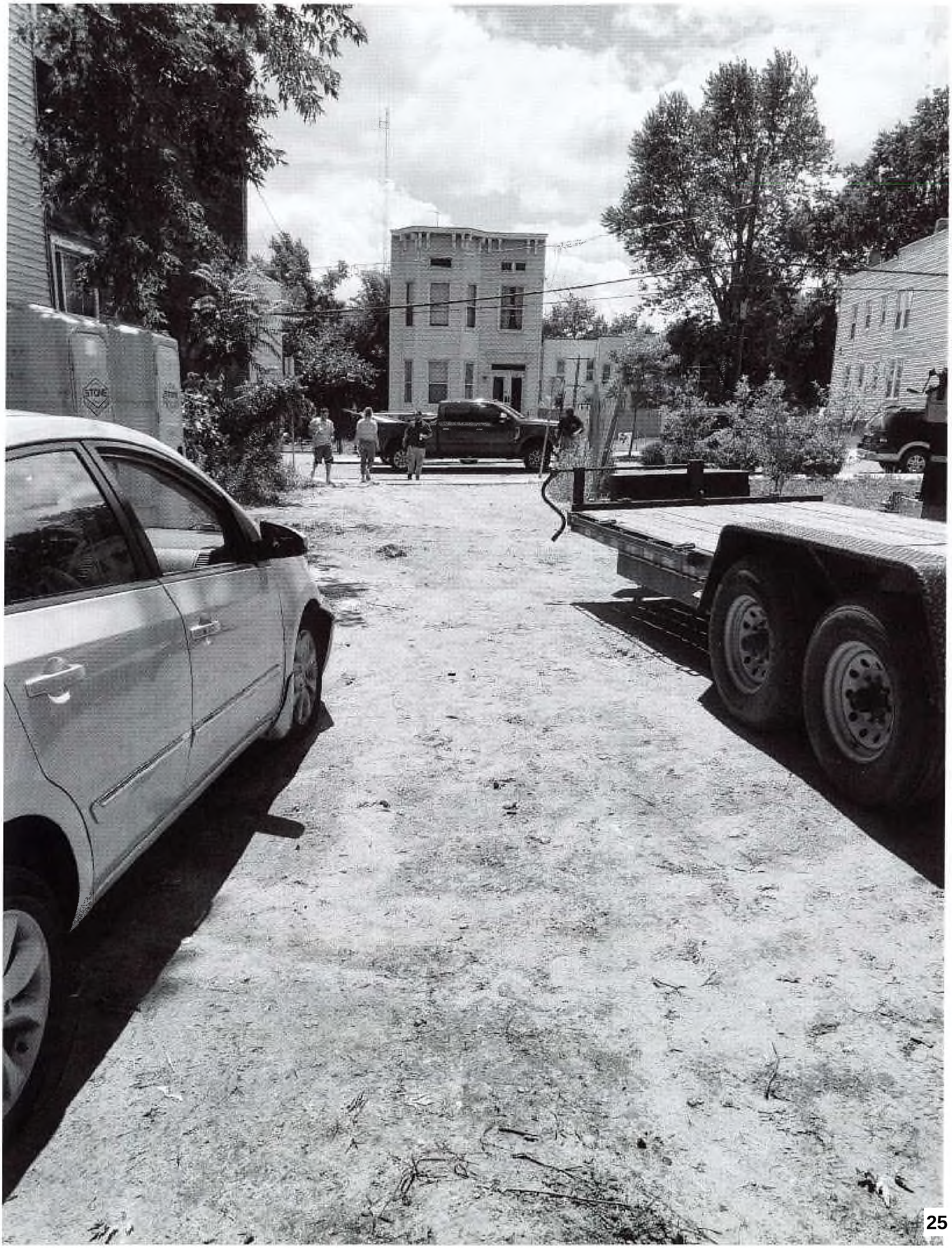
CURRENTLY OCCUPIED: ☐ YES ☑ NO ☐ UNKNOWN

Names of Occupants:

____

____

____


STONE

STATE OF NEW YORK
COUNTY COURT COUNTY OF ALBANY

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

by

THE COUNTY OF ALBANY, NEW YORK, Tax District

against

Those Parcels of Real Property included in the LIST OF DELINQUENT TAXES filed on July 6, 2018 covering the CITY OF ALBANY, Albany County

AMENDED TAX ENFORCEMENT STATEMENT

Index No. 03032-18

IMPORTANT!! PLEASE DO NOT IGNORE THIS NOTICE!!

POSTED NOTICE

It appears you may have an ownership, lien holder or other legal interest in the parcel of real property included in the above specified List of Delinquent Taxes, which parcel is individually described at the bottom of this Statement.

The above-entitled proceeding has been commenced to foreclose upon this parcel due to the failure to pay real property taxes assessed and levied against it. Unless such taxes and other legal charges are paid in full or you interpose an Answer in this proceeding on or before **July 15, 2024**, **that being THE LAST DAY FOR REDEMPTION**, you will lose your ownership, lien holder or other legal interest in this parcel and title to it will be transferred to the County of Albany by means of a Court judgment. You may want to contact an attorney to protect your rights.

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

DATED: March 14, 2024

PARCEL DESCRIPTION

Parcel Foreclosure No.:
Owner(s) of Record on Date of Filing List of Delinquent Taxes:
Owner(s) of Record on Date of Title Search:
Parcel Location: ,


STREET
STREET
AVENUE
COMMON ALLEY
9

COUNTY OF ALBANY

munis
a tyler erp solution

Real Estate Tax Statement

Parcel: 06507200060320000000
Location: 311 ORANGE ST

Owner:
POORAN CHRIS
9224 177 STREET
QUEENS NY 11433

Status:

Square	0
Land Valuation:	1,000
Building Valuation:	0
Exemptions:	0
Taxable Valuation:	1,000
Interest Per Diem:	28,876.52

Legal Description:

Deed Date: **Book/Page:** **Interest Date:** 10/15/2024

Year	Type	Bill
2023	RE-E	5445

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	23.63	23.63	3.54	27.17
	MAILING CH	1.00	1.00	0.00	1.00
	5% PERCENT	1.18	1.18	0.00	1.18
		25.81	25.81	3.54	29.35
Year Totals		25.81	25.81	3.54	29.35

Year	Type	Bill
2023	RE-1	7634

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	15.19	15.19	3.65	18.84
	ALBANY WAT	263.11	263.11	63.15	326.26
	5 PERCENT	13.92	13.92	0.00	13.92
		292.22	292.22	66.80	359.02
Year Totals		292.22	292.22	66.80	359.02

Year	Type	Bill
2022	RE-E	4366

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	23.63	23.63	6.38	30.01
	5% PERCENT	1.18	1.18	0.00	1.18
		24.81	24.81	6.38	31.19
Year Totals		24.81	24.81	6.38	31.19

Year	Type	Bill
2022	RE-1	7049

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	14.91	14.91	5.37	20.28
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	1.00	1.00	0.00	1.00
		16.91	16.91	5.37	22.28
Year Totals		16.91	16.91	5.37	22.28

COUNTY OF ALBANY

munis
a tyler erp solution

Real Estate Tax Statement

Year	Type	Bill
2021	RE-E	5096

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	23.54	23.54	9.18	32.72
	5% PERCENT	1.18	1.18	0.00	1.18
		24.72	24.72	9.18	33.90
Year Totals		24.72	24.72	9.18	33.90

Year	Type	Bill
2021	RE-1	6198

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	14.79	14.79	7.10	21.89
	ALBANY WAT	116.42	116.42	55.88	172.30
	5 PERCENT	6.56	6.56	0.00	6.56
		137.77	137.77	62.98	200.75
Year Totals		137.77	137.77	62.98	200.75

Year	Type	Bill
2020	RE-E	5392

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	23.52	23.52	12.00	35.52
	5% PERCENT	1.18	1.18	0.00	1.18
		24.70	24.70	12.00	36.70
Year Totals		24.70	24.70	12.00	36.70

Year	Type	Bill
2020	RE-1	7114

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY PRO	14.42	14.42	8.65	23.07
	ALBANY WAT	122.30	122.30	73.38	195.68
	LEGAL CHAR	225.00	225.00	0.00	225.00
	5 PERCENT	6.84	6.84	0.00	6.84
		368.56	368.56	82.03	450.59
Year Totals		368.56	368.56	82.03	450.59

Year	Type	Bill
2019	RE-E	5011

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	ALBANY SCH	23.07	23.07	14.53	37.60
	MAILING CH	1.00	1.00	0.00	1.00
	LEGAL CHAR	0.00	0.00	0.00	0.00
	5% PERCENT	1.15	1.15	0.00	1.15
		25.22	25.22	14.53	39.75
Year Totals		25.22	25.22	14.53	39.75

COUNTY OF ALBANY

Real Estate Tax Statement

Year	Type	Bill			
2019	RE-1	7609			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	ALBANY PRO	14.43	14.43	10.39	24.82
	ALBANY WAT	121.94	121.94	87.80	209.74
	MAILING CH	1.00	1.00	0.00	1.00
	5 PERCENT	6.82	6.82	0.00	6.82
		144.19	144.19	98.19	242.38
Year Totals		144.19	144.19	98.19	242.38

Year	Type	Bill			
2018	TL-E	256			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	ALB SCH LN	26.96	26.96	18.87	45.83
		26.96	26.96	18.87	45.83
Year Totals		26.96	26.96	18.87	45.83

Year	Type	Bill			
2018	TL-1	1101			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	ALB LIENS	33,090.34	33,090.34	27,795.89	60,886.23
		33,090.34	33,090.34	27,795.89	60,886.23
Year Totals		33,090.34	33,090.34	27,795.89	60,886.23

Year	Type	Bill			
2017	TL-E	1069			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	ALB SCH LN	26.95	26.95	21.56	48.51
		26.95	26.95	21.56	48.51
Year Totals		26.95	26.95	21.56	48.51
Grand Totals		34,229.16	34,229.16	28,197.32	62,426.48

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

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

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

** End of Report - Generated by Toliver, Tashsa **

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

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

Dear Chairwoman Cunningham,

Legislative authorization is requested to convey the property located at 211 & 213 Seminole Ave. (Tax Map No. 65.54-4-4 and 65.54-4-5) located in the City of Albany.

Xilin Xu seeks to acquire the vacant lots at 211 & 213 Seminole Ave. for $1.00 per parcel ($2.00 in total). The landlocked parcels are sited directly behind this abutting owners property. They intend to incorporate these parcels into their existing property for maintenance and improvement.

The purchasers will be subject to all closing costs.

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

Sincerely,

M. David Reilly, Jr
Commissioner of Management and Budget

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

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

File #: TMP-6795, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Authorization for Property Conveyance for 211, 213 Seminole Ave. Albany NY (Tax Map Nos. 65.54-4-4, 65.54-4-5)

Date: 08/21/2025
Department: DMB
Attending Meeting: David Reilly
Submitted By: Christopher Conway
Title: Operations Analyst
Phone: 5184475566

Purpose of Request: Property Conveyance Enter text.

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: A91310.01051 “Gain From Sale-Tax Acquired Property.”
Revenue Amount: $2
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: Resolution No. 19-288, 7/8/2019

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
Legislative authorization is requested to convey the property located at 211 & 213 Seminole Ave. (Tax Map No. 65.54-4-4 and 65.54-4-5) located in the City of Albany. This conveyance falls in line with the County Disposition plan.

RESOLUTION NO. 288

AUTHORIZING THE CONVEYANCE OF PARCELS OF REAL PROPERTY LOCATED AT 215 SEMINOLE AVENUE (TAX MAP NO. 64.54-4-6), 219 SEMINOLE AVENUE (TAX MAP NO. 64.54-4-7) AND 221 SEMINOLE AVENUE (TAX MAP NO. 64.54-4-8) IN THE CITY OF ALBANY

Introduced: 7/8/19
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired through in rem foreclosure title to 3 parcels of real property in the City of Albany located at 215 Seminole Avenue (Tax Map No. 64.54-4-6), 219 Seminole Avenue (Tax Map No. 64.54-4-7) and 221 Seminole Avenue (Tax Map No. 64.54-4-8), and

WHEREAS, Kyle Dalton, an abutting property owner, has expressed an interest in acquiring these parcels for $1 per parcel, and

WHEREAS, Revisions to the County's Real Property Disposition Plan approved by Resolution No. 29 for 2019 implemented procedures for properties to be sold to abutting property owners, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey 215 Seminole Avenue (Tax Map No. 64.54-4-6), 219 Seminole Avenue (Tax Map No. 64.54-4-7) and 221 Seminole Avenue (Tax Map No. 64.54-4-8), in the City of Albany for $3 to Kyle Dalton, 228 Tampa Avenue, Albany, New York 12208, and, be it further

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

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

Adopted by unanimous vote – 7/8/19

LIST OF DELINQUENT TAXES

FOR

CITY OF ALBANY, ALBANY COUNTY

PARCEL FORCLOSURE NO:	**0000139**
FORECLOSURE PROCEEDING INDEX NO:	**4246-07**
PARCEL LOCATION:	**211 SEMINOLE AVE, CITY OF ALBANY**
PARCEL TAX MAP NUMBER:	**06405400040040000000**
PARCEL PROPERTY CLASS CODE:	**311**
OWNER LISTED ON DELINQUENT TAX BILL:	**XU. WEIQIANG**
REPUTED PARCEL OWNER(S): AS OF 7/12/2007	**XU WEIQIANG**
MAILING ADDRESS:	**239 SEMINOLE AVE ALBANY, NY 12203**

DELINQUENT TAXES

YEAR	TYPE OF TAX	AMOUNT DUE
2005	PROPERTY	5.14
2005	SCHOOL	155.74

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

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

By

THE COUNTY OF ALBANY, NEW YORK, Tax District.

against

The Parcels of Real Property included in the LIST OF DELINQUENT TAXES filed on July 19, 2007 covering the CITY OF ALBANY, Albany County.

TAX ENFORCEMENT STATEMENT

Index No. 4246-07

IMPORTANT!! PLEASE DO NOT IGNORE!!

TO:

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

The above-entitled proceeding has been commenced to foreclose upon this parcel due to the failure to pay real property taxes assessed and levied against it. Unless such taxes and other legal charges are paid in full or you interpose an answer in this proceeding on or before **August 6, 2010, that being THE LAST DAY FOR REDEMPTION**, you will lose your ownership, lien holder or other legal interest in this parcel and title to it will be transferred to the County of Albany by means of a Court judgment. You may wish to contact an attorney to protect your rights.

If you want to pay such taxes and legal charges, find out the amounts owed, require further information, or have any questions concerning this matter, please immediately contact the Albany County Division of Finance, Room 800, 112 State Street, Albany, New York 12207, Telephone No. (518) 447-7082 for further information.

DATED: May 6, 2010

PROPERTY DESCRIPTION

Parcel Foreclosure No.: ***4246-07-0000139***
Owner of Record on Date of Filing List of Delinquent Taxes: ***XU, WEIQIANG***
Owner of Record on Date of Search: ***XU, WEIQIANG***
Parcel Location: ***211 SEMINOLE AVE***
Parcel Tax Map No.: ***'06405400040040000000__***
Class Code: ***311***

EXHIBIT "A"

TACONIC TITLE AGENCY LLC

Title Search

TTA: 0000139424607

REC'D JAN 04 2010

Search Date	12/1/2009	**TTA Record Number**	35
Municipality	Albany	**Index Number**	4246-07
Foreclosure Number	0000139	**Tax Map Number**	64.54-4-4
Property Address	211 Seminole Ave Albany NY 12208		

Date of Filing of List of Delinquent Taxes: 7/13/2007

1. Owner(s) of Record on the Date of Filing of the List of Delinquent Taxes:

Weiqiang Xu
120 Washington Avenue
Albany NY 12210-

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

Additional Addresses:

Weiqiang Xu
239 Seminole Avenue
Albany NY 12203-

Additional Addresses:

Source Deed: Book 2719 Page 1061

Deed R and R: NONE

2. Additional Persons Having an Interest of Record on the Filing of the List of Delinquent Taxes:

Mortgagee(s)

NONE

Judgment Creditor(s)

NONE

Lienor(s)

NONE

Other(s)

NONE

3. Owner(s) of Record as of Search Date (For Information Only):

NONE

Source Deed:
Deed R and R:

4. Additional Persons Having an Interest of Record as of the Date of Search:

Mortgagee(s)

NONE

Judgment Creditor(s)

NONE

Lienor(s)

NONE

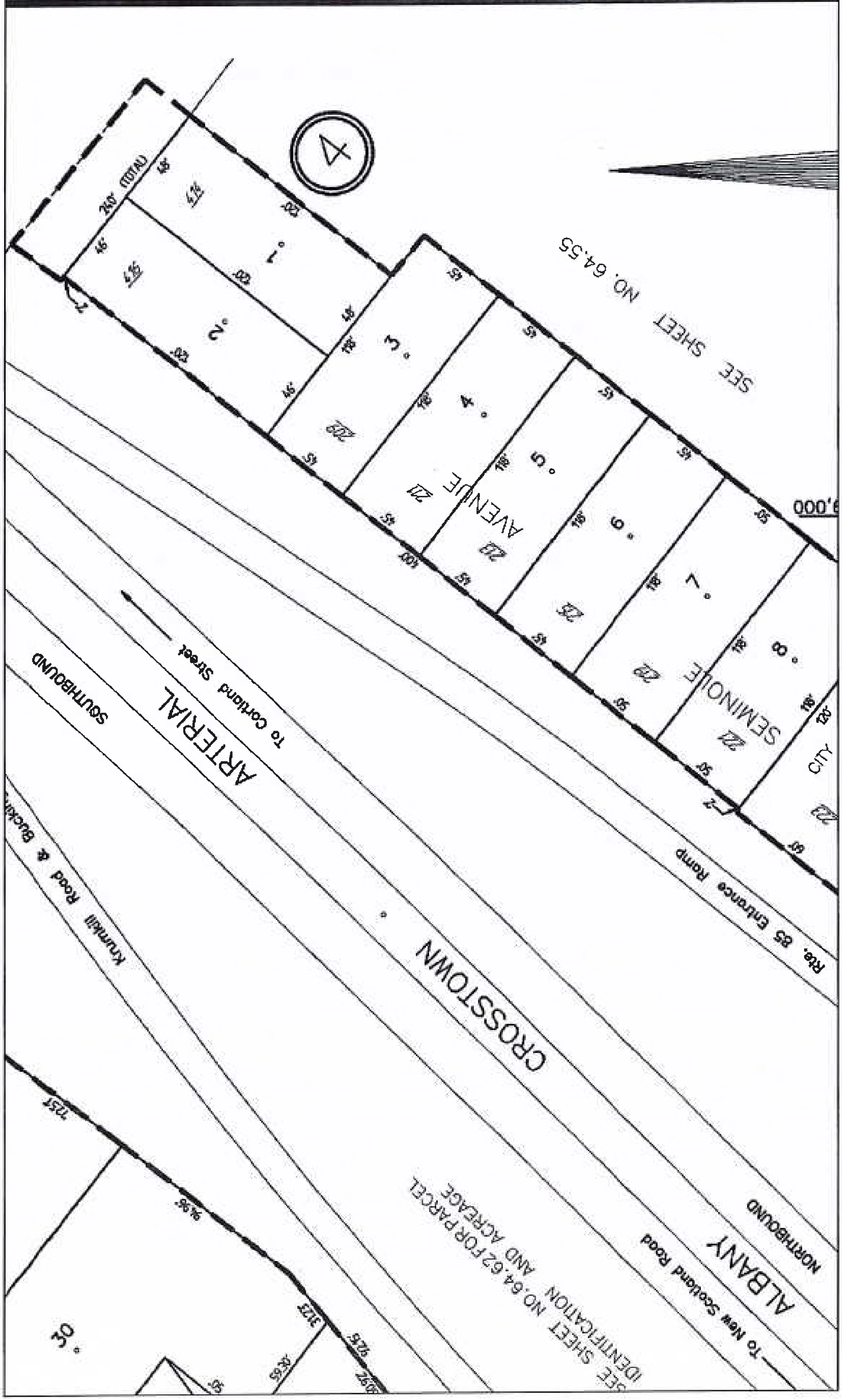
Other(s)

NONE

5. Additional Search Information for Delinquent Tax Parcel:

Index Number	4246-07
Open Mortgages	0
Assignments	0
Judgments	0
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	0
Estate Proceedings	0
Mortgage Foreclosures	0

6. Notes


SEE SHEET NO. 64.55
AVENUE
SEMINOLE
CITY
Rte. 85 Entrance Ramp
To Cortland Street
ARTERIAL
SOUTHBOUND
CROSSTOWN
NORTHBOUND
ALBANY
To New Scotland Road
SEE SHEET NO. 64.62 FOR PARCEL IDENTIFICATION AND ACREAGE

Albany County Clerk
Albany County Court House
16 Eagle Street Rm 128
Albany, NY 12207

Return to:

ALBANY COUNTY DEPT OF FINANCE
112 STATE ST, 8TH FLOOR
ALBANY NY 12207

Instrument: **Deed**

Document Number: **8866715Book: 2719 Page: 1061**

Grantor COUNTY OF ALBANY,

Grantee XU, WEIQIANG

Number of Pages: 8

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 1324
Trans Tax...........$4.00

Amount: $1000.00

Filing Date/Time: 09/18/2002 at 2:59 PM

Reciept Number: 16445

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

Thomas G. Clingan

Thomas G. Clingan, County Clerk

4

0 1324 LIBER 2719 PAGE 1061

QUITCLAIM DEED

Albany County Clerk
Document Number 8866715
Rcvd 09/18/2002 2:59:30 PM

THIS INDENTURE,

Made this 7th day of August, 2002

Between

THE COUNTY OF ALBANY, NEW YORK a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207 **, party of the first part,**

and Xu, Weiqiang , having a place of business at

120 Washington ave, Albany, NY, 12210-

, party of the second part,

WITNESSETH that the party of the first part, in consideration of the sum of Eleven Thousand Nine Hundred Dollars And No Cents ($11,900.00) lawful money of the United States, paid by the party of the second part, hereby remises, releases and quitclaims unto the party of the second part, and said party's successors and assigns forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany , County of Albany, State of New York, described as follows:

Foreclosure # W - 18 - 17 - 72

City / Town of City of Albany , County of Albany

Alleged Owner(s) Anna A. Haley

Description 239 Seminole Avenue

Class Code 311 Tax Map # 64.62-1-54

RECEIVED
$ 4
REAL ESTATE
SEP 1 8 2002
TRANSFER TAX
ALBANY
COUNTY

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 3rd day of April, 1974 and recorded in the Office of the Albany County Clerk on the 3rd day of April, 1974 in Book 2079 of Deeds at Page 1 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 3rd day of April, 1974 and entered in the Office of the Albany County Clerk on the 3rd day of April, 1974 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1973 Covering the City of Albany Assigned Index No. 7531-73.

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany, County of Albany, State of New York, described as follows:

Foreclosure # **Parcel #18-6-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 225 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-10

Foreclosure # **Parcel #18-7-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 227 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-11

Foreclosure # **Parcel #18-8-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 229 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-58

Foreclosure # **Parcel #18-9-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 233 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-57

Foreclosure # **Parcel #18-10-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 235 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-56

Foreclosure # **Parcel #18-11-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) George Wagner

Description 237 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-55

Foreclosure # **Parcel #18-2-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 414 Greenway
Class Code 311 Tax Map # 64.54-4-1

Foreclosure # **Parcel #18-3-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 416 Greenway
Class Code 311 Tax Map # 64.54-4-2

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 19th day of December, 1978 and recorded in the Office of the Albany County Clerk on the 19th day of December, 1978 in Book 2162 of Deeds at Page 437 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 19th day of December, 1978 and entered in the Office of the Albany County Clerk on the 19th day of December, 1978 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1978 Covering the City of Albany Assigned Index No. 3716-78 .

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany, County of Albany, State of New York, described as follows:

Foreclosure # **Parcel #18-11-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 209 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-3

Foreclosure # **Parcel #18-12-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 211 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-4

Foreclosure # **Parcel #18-13-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 213 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-5

Foreclosure # **Parcel #18-14-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 215 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-6

Foreclosure # **Parcel #18-15-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 219 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-7

Foreclosure # **Parcel #18-16-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 221 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-8

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 6th day of November, 1980 and recorded in the Office of the Albany County Clerk on the 6th day of November, 1980 in Book 2196 of Deeds at Page 657 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 6th day of November, 1980 and entered in the Office of the Albany County Clerk on the 6th day of November, 1980 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1980 Covering the City of Albany Assigned Index No. 7692-79.

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany, County of Albany, State of New York, described as follows:

Foreclosure # **Parcel #19-55-82**
City / Town of City of Albany, County of Albany
Alleged Owner(s) M. & C. Contractors

Description 189 Seminole Avenue
Class Code 311 Tax Map # 64.55-2-14

Foreclosure # **Parcel #19-56-82**
City / Town of City of Albany, County of Albany
Alleged Owner(s) M. & C. Contractors

Description 199 Seminole Avenue
Class Code 311 Tax Map # 64.55-2-13

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 24th day of May, 1983 and recorded in the Office of the Albany County Clerk on the 25th day of May, 1983 in Book 2240 of Deeds at Page 55 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 24th day of May, 1983 and entered in the Office of the Albany County Clerk on the 24th day of May, 1983 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1982 Covering the City of Albany Assigned Index No. 9144-82.

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

Title to the premises hereby conveyed is subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) all applicable zoning, land use and building code regulations; (c) any easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the delinquent tax foreclosure proceeding by which Albany County acquired title to the premises; (d) liability for village taxes, if applicable; (e) liability for a pro-rata share of current property and school taxes on the premises; (f) liability for any street, sewer, or other special assessments on the premises unpaid or payable to the municipality in which they are located; and (g) liability for any water or sewer charges against the premises unpaid or payable to the municipality in which they are located.

Together with 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 and said party's heirs, successors and assigns forever

In Witness Whereof the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 16th Day of September 2002.

IN THE PRESENCE OF

THE COUNTY OF ALBANY, NEW YORK

BY [signature] L.S.

Michael G. Breslin

Albany Couny Executive

ACKNOWLEDGEMENT

STATE OF NEW YORK }
} SS:
COUNTY OF ALBANY }

On this 16th September 2002, before me personally came Michael G. Breslin, to me known, who, being by me duly sworn, did dispose and say that he resides in the Town of Bethlehem; that he is the County Executive of the County of Albany, New York the municipal corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Resolution of the County Legislature of the County of Albany, New York; and that he signed his name thereto by like authority.

MARYANN G. HINCKLEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. NO. 4572787
COMMISSION EXPIRES OCT. 9, 2002

[signature]
NOTARY PUBLIC - STATE OF NEW YORK

RECORD AND RETURN TO:
ALBANY COUNTY DEPARTMENT OF FINANCE
112 STATE STREET, ROOM 800
ALBANY, NEW YORK 12207

STATE OF NEW YORK
COUNTY OF ALBANY
Recorded in DEEDS
As Shown Hereon and
Examined
THOMAS G. CLINGAN
ALBANY COUNTY CLERK

LIST OF DELINQUENT TAXES

FOR

CITY OF ALBANY, ALBANY COUNTY

PARCEL FORCLOSURE NO:	**0000140**
FORECLOSURE PROCEEDING INDEX NO:	**4246-07**
PARCEL LOCATION:	**213 SEMINOLE AVE. CITY OF ALBANY**
PARCEL TAX MAP NUMBER:	**06405400040050000000**
PARCEL PROPERTY CLASS CODE:	**311**
OWNER LISTED ON DELINQUENT TAX BILL:	**XU. WEIQIANG**
REPUTED PARCEL OWNER(S): AS OF 7/12/2007	**XU WEIQIANG**
MAILING ADDRESS:	**239 SEMINOLE AVE ALBANY, NY 12203**

DELINQUENT TAXES

YEAR	TYPE OF TAX	AMOUNT DUE
2005	PROPERTY	5.14
2005	SCHOOL	155.74

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

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

By

THE COUNTY OF ALBANY, NEW YORK, Tax District.

against

The Parcels of Real Property included in the LIST OF DELINQUENT TAXES filed on July 19, 2007 covering the CITY OF ALBANY, Albany County.

TAX ENFORCEMENT STATEMENT

Index No. 4246-07

IMPORTANT!! PLEASE DO NOT IGNORE!!

TO:

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

The above-entitled proceeding has been commenced to foreclose upon this parcel due to the failure to pay real property taxes assessed and levied against it. Unless such taxes and other legal charges are paid in full or you interpose an answer in this proceeding on or before **August 6, 2010, that being THE LAST DAY FOR REDEMPTION**, you will lose your ownership, lien holder or other legal interest in this parcel and title to it will be transferred to the County of Albany by means of a Court judgment. You may wish to contact an attorney to protect your rights.

If you want to pay such taxes and legal charges, find out the amounts owed, require further information, or have any questions concerning this matter, please immediately contact the Albany County Division of Finance, Room 800, 112 State Street, Albany, New York 12207, Telephone No. (518) 447-7082 for further information.

DATED: May 6, 2010

PROPERTY DESCRIPTION

Parcel Foreclosure No.: ***4246-07-0000140***
Owner of Record on Date of Filing List of Delinquent Taxes: ***XU, WEIQIANG***
Owner of Record on Date of Search: ***XU, WEIQIANG***
Parcel Location: ***213 SEMINOLE AVE***
Parcel Tax Map No.: ***'06405400040050000000__***
Class Code: ***311***

EXHIBIT "A"

TACONIC TITLE AGENCY LLC

Title Search

TTA: 0000140424607

REC'D JAN 04 2010

Search Date	12/1/2009	**TTA Record Number**	36
Municipality	Albany	**Index Number**	4246-07
Foreclosure Number	0000140	**Tax Map Number**	64.54-4-5
Property Address	213 Seminole Avenue Albany NY 12208		

Date of Filing of List of Delinquent Taxes: 7/13/2007

1. Owner(s) of Record on the Date of Filing of the List of Delinquent Taxes:

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

Weiqiang Xu
120 Washington Avenue
Albany NY 12210-

Additional Addresses:

Weiqiang Xu
239 Seminole Avenue
Albany NY 12203-

Additional Addresses:

Source Deed: Book 2719 Page 1061

Deed R and R: NONE

2. Additional Persons Having an Interest of Record on the Filing of the List of Delinquent Taxes:

Mortgagee(s)

NONE

Judgment Creditor(s)

NONE

Lienor(s)

NONE

Other(s)

NONE

3. Owner(s) of Record as of Search Date (For Information Only):

NONE

Source Deed:
Deed R and R:

4. Additional Persons Having an Interest of Record as of the Date of Search:

Mortgagee(s)

NONE

Judgment Creditor(s)

NONE

Lienor(s)

NONE

Other(s)

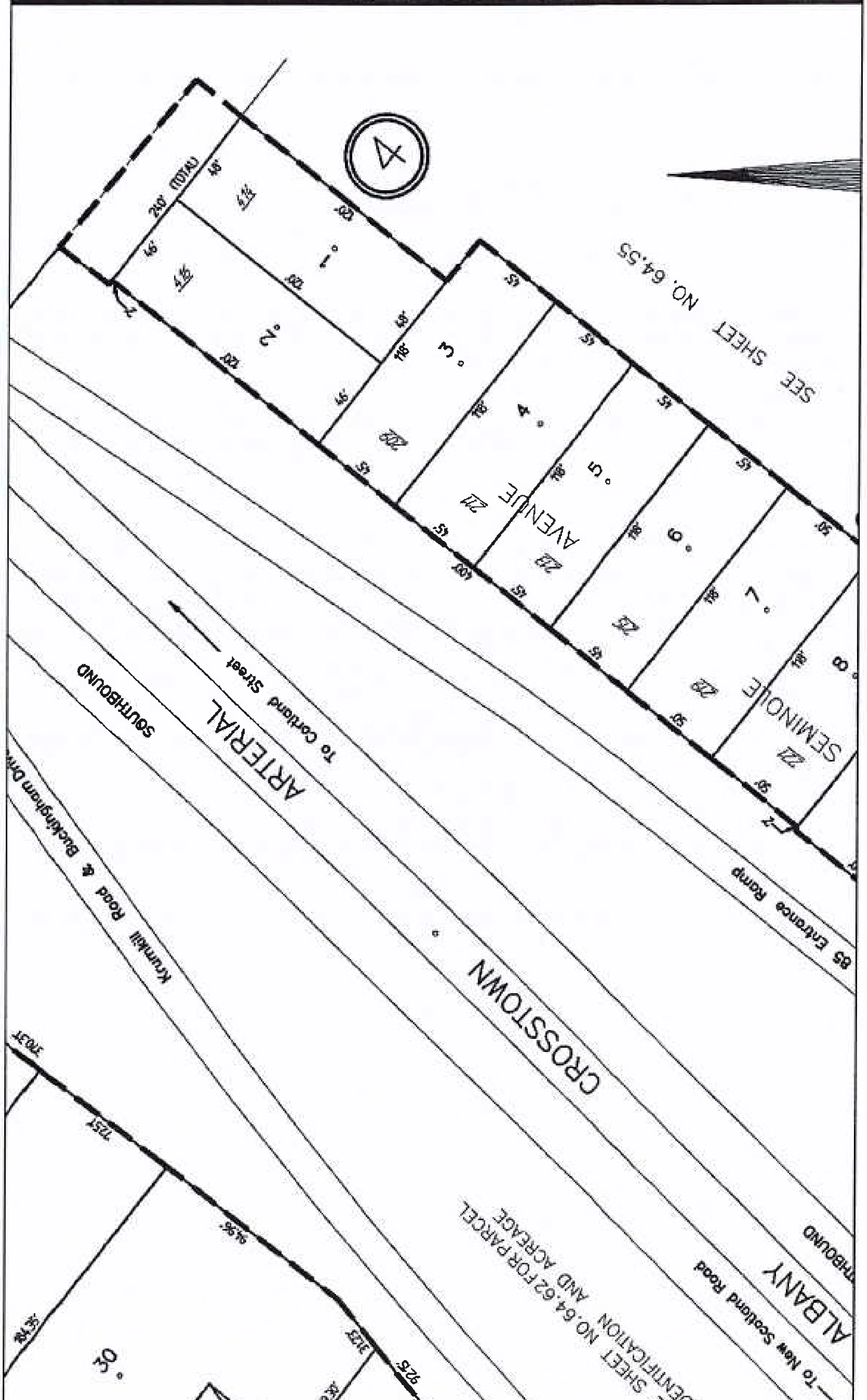
NONE

5. Additional Search Information for Delinquent Tax Parcel:

Index Number	4246-07
Open Mortgages	0
Assignments	0
Judgments	0
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	0
Estate Proceedings	0
Mortgage Foreclosures	0

6. Notes

Provided by www.Landmaxdata.com



Albany County Clerk
Albany County Court House
16 Eagle Street Rm 128
Albany, NY 12207

Return to:

ALBANY COUNTY DEPT OF FINANCE
112 STATE ST, 8TH FLOOR
ALBANY NY 12207

Instrument: **Deed**

Document Number: **8866715Book: 2719 Page: 1061**

Grantor COUNTY OF ALBANY,

Grantee XU, WEIQIANG

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 1324
Trans Tax............$4.00

Number of Pages: 8

Amount: $1000.00

Filing Date/Time: 09/18/2002 at 2:59 PM

Reciept Number: 16445

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

Thomas G. Clingan

Thomas G. Clingan, County Clerk

4

0 1324 LIBER 2719 PAGE 1061

QUITCLAIM DEED

Albany County Clerk
Document Number 8866715
Rcvd 09/18/2002 2:59:30 PM

THIS INDENTURE,

Made this 7th day of August, 2002

Between

THE COUNTY OF ALBANY, NEW YORK a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207 **, party of the first part,**

and Xu, Weiqiang , having a place of business at

120 Washington ave, Albany, NY, 12210-

, party of the second part,

WITNESSETH that the party of the first part, in consideration of the sum of Eleven Thousand Nine Hundred Dollars And No Cents ($11,900.00) lawful money of the United States, paid by the party of the second part, hereby remises, releases and quitclaims unto the party of the second part, and said party's successors and assigns forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany , County of Albany, State of New York, described as follows:

Foreclosure # W - 18 - 17 - 72

City / Town of City of Albany , County of Albany

Alleged Owner(s) Anna A. Haley

Description 239 Seminole Avenue

Class Code 311 Tax Map # 64.62-1-54

RECEIVED
$ 4-
REAL ESTATE
SEP 1 8 2002
TRANSFER TAX
ALBANY
COUNTY

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 3rd day of April, 1974 and recorded in the Office of the Albany County Clerk on the 3rd day of April, 1974 in Book 2079 of Deeds at Page 1 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 3rd day of April, 1974 and entered in the Office of the Albany County Clerk on the 3rd day of April, 1974 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1973 Covering the City of Albany Assigned Index No. 7531-73.

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany, County of Albany, State of New York, described as follows:

Foreclosure # **Parcel #18-6-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 225 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-10

Foreclosure # **Parcel #18-7-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 227 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-11

Foreclosure # **Parcel #18-8-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 229 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-58

Foreclosure # **Parcel #18-9-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 233 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-57

Foreclosure # **Parcel #18-10-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 235 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-56

Foreclosure # **Parcel #18-11-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) George Wagner

Description 237 Seminole Avenue
Class Code 311 Tax Map # 64.62-1-55

Foreclosure # **Parcel #18-2-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 414 Greenway
Class Code 311 Tax Map # 64.54-4-1

Foreclosure # **Parcel #18-3-78**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 416 Greenway
Class Code 311 Tax Map # 64.54-4-2

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 19th day of December, 1978 and recorded in the Office of the Albany County Clerk on the 19th day of December, 1978 in Book 2162 of Deeds at Page 437 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 19th day of December, 1978 and entered in the Office of the Albany County Clerk on the 19th day of December, 1978 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1978 Covering the City of Albany Assigned Index No. 3716-78.

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Foreclosure # **Parcel #18-11-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 209 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-3

Foreclosure # **Parcel #18-12-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 211 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-4

Foreclosure # **Parcel #18-13-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris Sanders

Description 213 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-5

Foreclosure # **Parcel #18-14-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 215 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-6

Foreclosure # **Parcel #18-15-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 219 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-7

Foreclosure # **Parcel #18-16-79**
City / Town of City of Albany, County of Albany
Alleged Owner(s) Harris A. Sanders

Description 221 Seminole Avenue
Class Code 311 Tax Map # 64.54-4-8

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 6th day of November, 1980 and recorded in the Office of the Albany County Clerk on the 6th day of November, 1980 in Book 2196 of Deeds at Page 657 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 6th day of November, 1980 and entered in the Office of the Albany County Clerk on the 6th day of November, 1980 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1980 Covering the City of Albany Assigned Index No. 7692-79.

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ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Albany, County of Albany, State of New York, described as follows:

Foreclosure # **Parcel #19-55-82**
City / Town of City of Albany, County of Albany
Alleged Owner(s) M. & C. Contractors

Description 189 Seminole Avenue
Class Code 311 Tax Map # 64.55-2-14

Foreclosure # **Parcel #19-56-82**
City / Town of City of Albany, County of Albany
Alleged Owner(s) M. & C. Contractors

Description 199 Seminole Avenue
Class Code 311 Tax Map # 64.55-2-13

BEING THE SAME PREMISES so described in the Deed in Forclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 24th day of May, 1983 and recorded in the Office of the Albany County Clerk on the 25th day of May, 1983 in Book 2240 of Deeds at Page 55 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 24th day of May, 1983 and entered in the Office of the Albany County Clerk on the 24th day of May, 1983 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1982 Covering the City of Albany Assigned Index No. 9144-82.

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

Title to the premises hereby conveyed is subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) all applicable zoning, land use and building code regulations; (c) any easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the delinquent tax foreclosure proceeding by which Albany County acquired title to the premises; (d) liability for village taxes, if applicable; (e) liability for a pro-rata share of current property and school taxes on the premises; (f) liability for any street, sewer, or other special assessments on the premises unpaid or payable to the municipality in which they are located; and (g) liability for any water or sewer charges against the premises unpaid or payable to the municipality in which they are located.

Together with 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 and said party's heirs, successors and assigns forever

In Witness Whereof the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 16th Day of September 2002.

IN THE PRESENCE OF

THE COUNTY OF ALBANY, NEW YORK

BY _______________ L.S.

Michael G. Breslin

Albany Couny Executive

ACKNOWLEDGEMENT

STATE OF NEW YORK }
} SS:
COUNTY OF ALBANY }

On this 16th September 2002, before me personally came Michael G. Breslin, to me known, who, being by me duly sworn, did dispose and say that he resides in the Town of Bethlehem; that he is the County Executive of the County of Albany, New York the municipal corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Resolution of the County Legislature of the County of Albany, New York; and that he signed his name thereto by like authority.

MARYANN G. HINCKLEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. NO. 4572787
COMMISSION EXPIRES OCT. 9, 2002

____
NOTARY PUBLIC - STATE OF NEW YORK

RECORD AND RETURN TO:
ALBANY COUNTY DEPARTMENT OF FINANCE
112 STATE STREET, ROOM 800
ALBANY, NEW YORK 12207

STATE OF NEW YORK }
COUNTY OF ALBANY }
Recorded in DEEDS
As Shown Hereon and
Examined
THOMAS G. CLINGAN
ALBANY COUNTY CLERK

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

August 6, 2025

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

Re: RP-554 Application for Corrected Tax Roll
35 N First St, City of Albany, Tax Map Identification # 65.12-1-4

Dear Chairperson Cunningham,

The City of Albany Assessor, Mr. Trey Kingston, has submitted 2 Applications for Corrected Tax Roll to correct an erroneous 2024 school tax bill and an erroneous 2025 property tax bill issued for 35 N First St, City of Albany, Tax Map Identification # 65.12-1-4.

The property in question is owned by the Ninth Ward Memorial and Service League Inc., as subsidiary of the North Albany American Legion, Post No. 1610. The North Albany American Legion, Post No. 1610 created Ninth Ward Memorial and Service League Inc. and transferred 35 N First St to Ninth Ward Memorial and Service League Inc. on 3/27/2024. The City of Albany Assessor's office incorrectly removed the property tax exemption granted to 35 N First St. The property is eligible for an exemption pursuant to NYS RPTL §452. §452 authorizes an exemption for property owned and used by veteran's posts and associations.

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 a corrected school tax bill and property tax 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

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

County of Albany

Legislation Text

File #: TMP-6776, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Request to correct the 2024 school tax bill and 2025 property tax bill of 35 N First Street, City of Albany, Tax Map Identification Number 65.12-1-4

Date: 8/6/2025
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) 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 City of Albany Assessor, Mr. Trey Kingston, has submitted 2 Applications for Corrected Tax Roll to correct an erroneous 2024 school tax bill and an erroneous 2025 property tax bill issued for 35 N First St, City of Albany, Tax Map Identification # 65.12-1-4.

The property in question is owned by the Ninth Ward Memorial and Service League Inc., as subsidiary of the North Albany American Legion, Post No. 1610. The North Albany American Legion, Post No. 1610 created Ninth Ward Memorial and Service League Inc. and transferred 35 N First St to Ninth Ward Memorial and Service League Inc. on 3/27/2024. The City of Albany Assessor's office incorrectly removed the property tax exemption granted to 35 N First St. The property is eligible for an exemption pursuant to NYS RPTL §452. §452 authorizes an exemption for property owned and used by veteran's posts and associations.

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 a corrected school tax bill and property tax bill in the amount of $0.00.

ALBANY
NEW YORK | EST. 1686

CITY OF ALBANY
DEPARTMENT OF ASSESSMENT
24 EAGLE STREET
ALBANY, NEW YORK 12207
TELEPHONE (518) 434-5155
WWW.ALBANYNY.GOV

KATHY SHEEHAN
MAYOR

TREY KINGSTON
ASSESSOR

RP 554: 35 N First Street (65.12-1-4)

The above referenced property has historically been owned by a charitable not-for profit organization and has enjoyed a full property tax exemption under RPTL §420-a.

The original owner, Ninth Ward Memorial and Service League, Inc., who had historically held the exemption created a subsidiary and transferred the property to the subsidiary.

Upon receiving the deed transferring ownership, the exemption was removed and should not have been. As a result the attached school and property tax bills should be reduced to $0.00.

NEW YORK STATE

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 North Albany American Legion Post 1610					
Mailing address of owners *(number and street or PO box)* 40 Patroon Pl			Location of property *(street address)* 35 N First St		
City, village, or post office Loudonville	State NY	ZIP code 12211	City, town, or village Albany	State NY	ZIP code 12204
Daytime contact number	Evening contact number		Tax map number of section/block/lot: Property identification *(see tax bill or assessment roll)* 65.12-1-4		
Account number *(as appears on tax bill)* 264982			Amount of taxes currently billed 12,556.47		
Reasons for requesting a correction to tax roll: Not for Profit Exemption was incorrectly removed due to owner remaing the same but becoming a new LLC.					

I hereby request a correction of tax levied by Albany Property Tax (County, city, village, etc.) for the year(s) 2025.

Signature of applicant	Date
TB Kr	7/10/25

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 7/24/25	Period of warrant for collection of taxes 1/1/2025	
Last day for collection of taxes without interest 1/31/2025	Recommendation **Approve application** ☒	**Deny application** ☐
Signature of official	Date 8/6/25	

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	Corrected tax
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 Refund Worksheet

Date:	8/6/2025
Municipality:	City of Albany
Property Address:	35 N First ST
Tax ID Number:	65.12-1-4
Tax(s) to be corrected:	2025 Property Tax

Original Bill

Levy Description	Taxable Value	Rate	Tax Amount
County Tax	542,510	2.769957	$ 1,502.73
City Tax	542,510	10.46211	$ 5,675.80
Omitted City Tax			$ 5,377.94
		Total Tax Due	$ 12,556.47

Correct Bill

Levy Description	Taxable Value	Rate	Tax Amount
County Tax	-	2.769957	$ -
City Tax	-	7.308414	$ -
Omitted City Tax			$ -
		Total Tax Due	$ -

Correction

Original Amount Due	$ 12,556.47
Correct Amount Due	**$ -**

CITY OF ALBANY - 2025 PROPERTY TAXES

FISCAL YEAR: 1/1/2025 to 12/31/2025	WARRANT 12/31/2024	ESTIMATED COUNTY STATE AID: $116,009,296

BANK	BILL	TAX MAP NUMBER
	264982	65.12-1-4

MAKE CHECKS PAYABLE TO:

CITY OF ALBANY
CITY HALL, RM. 110
24 EAGLE ST.
ALBANY, NY 12207

TO PAY IN PERSON:

City Hall Room 109
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY OWNER:

Ninth Ward Memorial and Seric
40 Patroon Pl
Loudonville, NY 12211

PROPERTY INFORMATION:

ACCOUNT #: 12221
DIMENSION: 175.00 X 216.24
ROLL SECTION: 1 CLASS: 534 - SOCIAL ORG.
LOCATION: 35 N First St
SCHOOL: Albany

FULL MARKET VALUE: As of 3/1/24	542,510
UNIFORM % OF VALUE:	100.00
LAND ASSESSMENT:	64,000
TOTAL ASSESSMENT:	542,510

EXEMPTION	VALUE	FULL VALUE	TAX PURPOSE

PROPERTY TAX PAYERS BILL OF RIGHTS

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

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
COUNTY TAX	20,746,477	3.0	542,510.00	2.76995700	1,502.73
CITY TAX	62,981,000	2.0	542,510.00	10.46211000	5,675.80
OMITTED CITY TAX	0	0.0	5,377.94	1.00000000	5,377.94

TOTAL TAXES/FEES DUE BY: JANUARY 31, 2025: $12,556.47

Full Payment Options

PAY BY	TAX AMOUNT	INTEREST	TOTAL DUE
01/31/2025	12,556.47	0.00	12,556.47
02/28/2025	12,556.47	502.26	13,058.73
03/31/2025	12,556.47	627.82	13,184.29

-OR-

Installment Payment Options

First Installment Due On or Before January 31st

PAY BY	TAX AMOUNT	INTEREST	TOTAL DUE
01/31/2025	6,278.24	0.00	6,278.24

Second Installment

PAY BY	TAX AMOUNT	INTEREST	TOTAL DUE
07/31/2025	6,278.23	565.04	6,843.27

The Treasurer's office may now accept installment payments for this bill as shown above. This may be a change from any prior bills. For more information, see the reverse.
Note: Please refer to reverse side for important information.

RECEIVER'S STUB MUST BE RETURNED. FOR A RECEIPT OF PAYMENT, RETURN THIS ENTIRE BILL.

CITY OF ALBANY - 2025 PROPERTY TAXES
RECEIVER'S STUB

CITY OF: ALBANY
PROPERTY ADDRESS: 35 N FIRST ST
SCHOOL: ALBANY

ACCOUNT #: 12221
BILL NUMBER: 264982
Tax Map #: 65.12-1-4
BANK CODE:

Ninth Ward Memorial and Seric
40 Patroon Pl
Loudonville, NY 12211

	Tax Amount	Interest	Total Due
01/31/2025	12,556.47	0.00	12,556.47
02/28/2025	12,556.47	502.26	13,058.73
03/31/2025	12,556.47	627.82	13,184.29

TOTAL INSTALLMENT #1
$6,278.24
OR TO PAY IN FULL
$12,556.47

0000012221000000125564700000013058730000001318429

NEW YORK STATE

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 North Albany American Legion Post 1610		
Mailing address of owners *(number and street or PO box)* 40 Patroon Pl	Location of property *(street address)* 35 N First St	
City, village, or post office: Loudonville · State: NY · ZIP code: 12211	City, town, or village: Albany · State: NY · ZIP code: 12204	
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification *(see tax bill or assessment roll)* 65.12-1-4
Account number *(as appears on tax bill)* 2024-015159		Amount of taxes currently billed 11,473.86
Reasons for requesting a correction to tax roll: Not for Profit Exemption was incorrectly removed due to owner remaing the same but becoming a new LLC.		

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

Signature of applicant	Date
T R Kn	7/10/25

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 7/24/25	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 8/6/25

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	Corrected tax
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 Refund Worksheet

Date: 8/6/2025
Municipality: City of Albany
Property Address: 35 N First ST
Tax ID Number: 65.12-1-4
Tax(s) to be corrected: 2024 School Tax

Original Bill

Levy Description	Taxable Value	Rate	Tax Amount
School Tax	542,510	19.629521	$ 10,649.21
Library Tax	542,510	1.52007	$ 824.65
		Total Tax Due	$ 11,473.86

Correct Bill

Levy Description	Taxable Value	Rate	Tax Amount
County Tax	-	19.629521	$ -
City Tax	-	1.52007	$ -
		Total Tax Due	$ -

Correction

Original Amount Due	$ 11,473.86
Correct Amount Due	**$ -**

City School District of Albany

Notice of 2024 School Tax

NYS Taxation and
Finance School Code: 005

TAXPAYER COPY

The total amount of local assistance to be received from the State of New York during the school year July 1, 2024 - June 30, 2025 is $174,298,554.00
The estimated tax to be raised is $122,351,302.00
% Changed from prior year 0.0000

2 0 2 4 - 0 1 5 1 5 9 - 1

City School District of Albany
1 Academy Park
Albany NY 12207

2024-015159

PROPERTY DESCRIPTION

ADDRESS:	35 N FIRST ST
TOWN:	Albany
SBL:	65.12-1-4
SWIS:	010100
PROPERTY CLASS:	534
ESCROW CODE:	

NINTH WARD MEMORIAL AND S
40 PATROON PL
LOUDONVILLE NY 12211

Your tax savings this year resulting from the New York State school tax relief (STAR) program is : $0.00
Note: This year's STAR exemption benefit cannot exceed last year's benefit.

Full Market Value as of July 01, 2024	$542,510.00
Total Assessed Value as of July 01, 2024	$542,510.00
Uniform Percentage of Value	100.00

Exemption	Ex Amt	Full Ex Amt

PROPERTY TAXES Taxing Purpose	Taxable Assessed Before STAR	Homestead Rate per $1000	Non-Homestead Rate per $1000	Total Due
SCHOOL TAX	$542,510.00	14.3321450	19.6295210	$10,649.21
LIBRARY	$542,510.00	1.1098520	1.5200700	$824.65

TOTAL TAXES DUE BY 09/30/2024 **$11,473.86**

If Paid Between	Penalty	Penalty Amt	Total Due
10/01/2024 - 10/31/2024	3.00 %	$344.22	$11,818.08
11/01/2024 - 11/15/2024	4.00 %	$458.95	$11,932.81

US Postmark determines date of payment.

MAKE CHECKS OR MONEY ORDERS PAYABLE TO:
City School District of Albany

MAIL PAYMENT WITH REMITTANCE STUB TO:
City School District of Albany
PO Box 15133
Albany NY 12212 - 5133

IN PERSON PAYMENTS: Via Drop Box
During Normal Bank Hours
Key Bank, 66 South Pearl St, Albany, NY 12207

On-Line Payments: www.albanyschools.org/taxes

PENALTIES OR FEES
Interest is not charged on bills paid by September 30.. A 3% interest charge is added to bills paid between October 1 and October 31, and a 4% interest charge is added to bills paid between November 1 and 15. On November 16 a collection fee of 5% is imposed by the County of Albany, and an additional 1% is added monthly thereafter.

Mariam Zulfiqar, Tax Collector
Tax Office Phone (518) 475-6035
Web site: albanyschools.org

NOTE
This bill is not valid after November 15, 2024.
For total tax and interest due after November 15 or for inquires concerning previous years outstanding school taxes, contact the County of Albany, Division of Finance at 112 State Street Albany, NY 12207 or by phone at (518) 447-7082 or 447-7083.

Checks subject to collection
WRITE S/B/L NUMBER ON CHECK

Send this section ONLY with your payment.

City School District of Albany
PO Box 15133
Albany NY 12212-5133
2024 - 2025 SCHOOL TAX

Send this section ONLY with your paymen

NINTH WARD MEMORIAL AND S
40 PATROON PL
LOUDONVILLE NY 12211

TOTAL TAXES DUE BY 09/30/2024 **$11,473.86**

If Paid Between	Penalty	Penalty Amt	Total Due
10/01/2024 - 10/31/2024	3.00 %	$344.22	$11.818.08
11/01/2024 - 11/15/2024	4.00 %	$458.95	$11,932.81

US Postmark determines date of payment.

PROPERTY DESCRIPTION

ADDRESS:	35 N FIRST ST
TOWN:	Albany
SBL:	65.12-1-4
SWIS:	010100
ESCROW:	

2024-015159-1

2 0 2 4 - 0 1 5 1 5 9 - 1

REMITTANCE STUB MUST BE RETURNED WITH PAYMENT. IF YOU WISH TO RECEIVE A RECEIPT FOR PAYMENT OF THIS BILL, PLACE A CHECK I THIS BOX [ ]. CREDIT SUBJECT TO CLEARANCE OF CHECK.

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 #: R2024-6495

Receipt#: 20240695408
Clerk: SH
Rec Date: 04/24/2024 12:30:37 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: NORTH ALBANY AMERICAN LEGION POST NO 1610

Party1: NINTH WARD MEMORIAL AND SERVICE LEAGUE INC
Party2: NORTH ALBANY AMERICAN LEGION POST NO 1610
Muni: ALBANY CITY

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00
Sub Total:	315.00
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	0.00
Total:	315.00

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

***** Transfer Tax *****
Transfer Tax #: 5413
Exempt

Total: 0.00

Record and Return To:

LAWRENCE P WIEST
40 PATROON PLACE
LOUDONVILLE NY 12211

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

3
SM
KLB

QUIT CLAIM DEED

THIS INDENTURE, made the 27th day of March, Two Thousand Twenty-Four,

BETWEEN

NINTH WARD MEMORIAL AND SERVICE LEAGUE, INC., a Non-Charitable Non-for-Profit Corporation organized under the laws of the State of New York, having its principal place of business at 35 North First Street, Albany, New York,

party of the first part, and

NORTH ALBANY AMERICAN LEGION POST NO. 1610, a Non-Charitable Non-for-Profit Corporation organized under the laws of the State of New York, having its principal place of business at 35 North First Street, Albany, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of --- ONE DOLLAR ($1.00) --- paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

PARCEL NO. 1

ALL that certain plot of ground situate, lying and being on the south side of North First Street, in the now Ninth Ward of the City of Albany, State of New York, bounded and described as follows, to wit:

BEGINNING at a stake standing in the south line of North First Street and at the North West Corner of lot number twenty-six in block B laid down on a map made by Eddy & Green, surveyors for William P. Van Rensselaer dated Nov. 1st, 1871, and filed in the office of the Clerk of the County of Albany, March 16th, 1872, which stake is distance six hundred and twenty (620) feet Westerly from the South West corner of North First Street and Broadway and runs from said stake westerly along the South line of North First Street on a line at right angles to said Broadway one hundred (100) feet; thence along the East line of a projected Street on a line at Right Angles to North First Street one hundred (100) feet; thence Easterly on a line parallel to North First Street one hundred (100) feet; thence Northerly on a line at Right Angles to North First Street one hundred feet to the place of beginning.

PARCEL NO. 2

ALL that certain lot, piece or parcel of ground situate, lying and being on the southerly side of North First Street, in the Ninth Ward of the City of Albany, County of Albany and State of New York, more particularly bounded and described as follows:

BEGINNING at an iron pipe at the southeast corner of the premises conveyed by John Erving and others, as Executors of the late William P. Van Rensselaer, to the Albany Baptist Missionary Union by deed dated August 25th, 1876 and recorded in the Albany County Clerk's Office, on a line at right angles with the south line of North First Street, the point of intersection of said line with said South line of North First Street being an iron pipe which is the northeast corner of the present Church property, and which is six hundred and twenty (620) feet westerly from the intersection of said south line of North First Street with the west line of Broadway; and runs thence from said point of beginning in a westerly direction at right angles to the preceding course and parallel with the south line of North First Street, and along the south line of the present Church property a distance of one hundred (100) feet to an iron pipe at the southwest corner of the present Church property; thence in a northerly direction at right angles to the south line of North First Street along the west line of the present Church property a distance of one hundred (100) feet to an iron pipe in the south line of North First Street at the northwest corner of the present Church property; thence in a westerly direction along the south line of North First Street a distance of two hundred (200) feet to an iron pipe; thence at right angles to the south line of North First Street along the lands of Charlie Ross and Grace Ross a distance of two hundred (200) feet to an iron pipe; thence in an easterly directions at right angles to the preceding course and parallel with the south line of North First Street and along the lands of Charlie Ross and wife on the south a distance of three hundred and twelve and seventy-seven hundredths (312.77) feet to an iron pipe in the east line of the Van Rensselaer 2500 Acre Tract, which is at this point the west line of the property of Joseph A. Spadaro, conveyed to him by Salvatore Gioscia in 1929 by deed recorded in Liber 781 of Deeds, Page 269; thence in a northerly direction with an interior angle of 81 degrees 20′ 30″ along said east line of premises of Charlie Ross and Grace Ross and the west line of said Spadaro a distance of ninety-five and thirty-one hundredths (95.31) feet to an iron pipe, said point being the north west corner of the property of said Spadaro; thence in an easterly direction with an interior angles of 282 degrees, 30′ 30″ along the north line of the property of said Joseph A. Spadaro a distance of one and sixty-eight hundredths (1.68) feet to an iron pipe in the prolongation of the line which is at right angles to the south line of North First Street and six hundred and twenty (620) feet west of the west line of Broadway; thence in a northerly direction with an interior angle of 86 degrees 09′ and at right angles to the south line of North First Street a distance of five and ninety-three hundredths (5.93) feet to the point of beginning.

BEING the same premises conveyed to the Ninth Ward Memorial and Service League, Inc. by The New York State Baptist Convention on the 27th day of April, 1964, and recorded in the Albany County Clerk's Office on the 27th day of April, 1964, in Liber 1866 of Deeds at Page 275.

The Grantor Corporation is a non-charitable non-for-profit corporation as defined in N-PCL §102(a)(9-a) of the State of New York. Grantor Corporation, having complied with the procedures set forth in N-PCL §510(a)(1) and (2) of the State of New York, has the right to make this conveyance without leave of any court or approval of the Attorney General.

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, 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 caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 27th day of March, in the year Two Thousand Twenty-Four, executed this deed the day and year first above written.

IN PRESENCE OF:

Ninth Ward Memorial and Service League, Inc.,

By: ______________________ L.S.
Lawrence P. Wiest, President

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

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

On the 27th day of March, in the year 2024, before me, the undersigned, personally came LAWRENCE P. WIEST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that he resides at 40 Patroon Place, Loudonville, New York; that he is the President of the Ninth Ward Memorial and Service League, Inc., the corporation described in and which executed the above Instrument; that he signed his name thereto by authority of the board of directors of said corporation.

____
Notary Public – State of New York

PATRICIA J. JAKOVIC
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA5082963
Qualified in Albany County
Commission Expires August 4, 2025

Record & Return to:
Lawrence P. Wiest
40 Patroon Place
Loudonville, N.Y. 12211-1719

A1b

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY
C1. SWIS Code 010100
C2. Date Deed Recorded 04 / 24 / 2024 (Month / Day / Year)
C3. Book R2024 C4. Page 6495

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 35 (* STREET NUMBER) N. First Street (* STREET NAME)
City of Albany (* CITY OR TOWN) (VILLAGE) 12204 (* ZIP CODE)

2. Buyer Name SEE ATTACHMENT (* LAST NAME/COMPANY) (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) SEE ATTACHMENT (LAST NAME/COMPANY) (FIRST NAME)
35 N. First Street (STREET NUMBER AND NAME) Albany (CITY OR TOWN) NY (STATE) 12204 (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 175 (* FRONT FEET) X 216 (* DEPTH) OR 0.00 (*ACRES)

6. Seller Name SEE ATTACHMENT (* LAST NAME/COMPANY) (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:**
I. Community Service

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 03/27/2024
*** 12. Date of Sale/Transfer** 03/27/2024
***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:**
Quit Claim Deed; and
Modification of Prior Conveyance

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 23
***17. Total Assessed Value** 543,273
***18. Property Class** 534
***19. School District Name** Albany City SD
***20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))**
65.12-1-4

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
Lawrence P. Wiest 03/27/24
SELLER SIGNATURE DATE

BUYER SIGNATURE
Lawrence P. Wiest 03/27/24
BUYER SIGNATURE DATE

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.)

Wiest (* LAST NAME) Lawrence P. (FIRST NAME)
(518) (*AREA CODE) 434-6438 (*TELEPHONE NUMBER (Ex: 9999999))
40 (* STREET NUMBER) Patroon Place (* STREET NAME)
Loudonville (*CITY OR TOWN) NY (*STATE) 12211 (*ZIP CODE)

BUYER'S ATTORNEY
N/A (LAST NAME) (FIRST NAME)
(AREA CODE) (TELEPHONE NUMBER (Ex: 9999999))

ATTACHMENT TO:
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE

Office of Real Property Tax Service
RP-5217-PDF
Real Property Transfer Report

RE: 35 N. First Street, Albany, NY 12205
SBL: 65.12-1-4

2. **Buyer Name**: Ninth Ward Memorial and Service League, Inc.

3. **Tax Billing Address**: <u>EXEMPT</u> - 35 N. First Street, Albany, NY 12204

6. **Seller Name:** North Albany American Legion Post No. 1610

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.albanycounty.gov

MICHAEL McGUIRE
DIRECTOR

August 20, 2025

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

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

Dear Chairperson Cunningham,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Albany Road Solar, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem at Albany Road, Tax Map ID # 120.00-3-1.

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

The developer proposed an annual PILOT payment of $700 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be $3,500.00. The 15-year term shall commence on January 1st of the year immediately following the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2027.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

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

County of Albany

Legislation Text

File #: TMP-6794, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Requesting Authorization to Enter Into A PILOT Agreement with Albany Road Solar LLC

Date: 8/20/2025
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) Seeking authority to enter into PILOT pursuant to NYS RPTL §487

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Albany Road Solar, LLC, 143 West St, Ste C201, New Milford, CT 06776

Term: (Start/end date or duration) 01/01/2027-12/31/2042
Amount/Raise Schedule/Fee: $3,500 year with annual 2% escalator for 15 years

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: A11310-01081
Revenue Amount: $3,500
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 Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Albany Road Solar, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem at Albany Road, Tax Map ID # 120.00-3-1.

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

The developer proposed an annual PILOT payment of $700 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be $3,500.00. The 15-year term shall commence on January 1st of the year immediately following the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2027.

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF BETHLEHEM ASSESSOR

and

ALBANY ROAD SOLAR, LLC

Dated as of ___________________, 2025

RELATING TO THE PREMISES LOCATED ON ALBANY ROAD (PART OF TAX MAP 120.00-3-1) IN THE TOWN OF BETHLEHEM, ALBANY COUNTY, NEW YORK.

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

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 ("Agreement"), effective as of the __ day of ______, 2025 ("Effective Date"), is by and between ALBANY ROAD SOLAR, LLC, a Delaware limited liability company and duly registered to do business in New York, with a principal place of business located at 143 West Street, Suite C201, New Milford, CT 06776 ("Owner"), the COUNTY OF ALBANY, New York, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 ("County") and the TOWN OF BETHLEHEM ASSESSOR, Town Hall, Rm. 114, 445 Delaware Avenue, Delmar, NY 12054 ("Assessor").

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

The County is herein referred to as the "Taxing Jurisdiction."

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

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

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

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department of the municipality in which the Project is located, the Project is mechanically complete and Owner has commenced production of electricity.

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

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

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

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

Owner – shall mean the owner of the Project.

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

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

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

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

Taxing Jurisdiction – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") §487 (1)(b) ("Project") with an expected nameplate capacity ("Capacity'') of approximately 5 Megawatts AC on a parcel of land located within the Town of BETHLEHEM, Albany County off of Albany Road, Glenmont, NY, 12077 and identified as part of Town of BETHLEHEM SBL #120.00-3-1, as described in Exhibit A ("Property"); and

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

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

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

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

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

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

1.0 Representations of the Parties.

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

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

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

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

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

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

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

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

3. [Intentionally omitted].

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

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

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

2.3 Payments. The first Annual Payment shall be in the amount of Seven Hundred and 00/100 Dollars] ($700.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner to the Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

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

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

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

3.0 Change in Capacity.

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

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

4.0 Payment Collection.

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

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

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

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

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

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

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

5.4 Separate Lots. [Intentionally omitted].

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

7.0 Assignments, Binding Effect.

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

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

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

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

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

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

If to Owner:

Albany Road Solar, LLC
Attn: Pedro Rodriguez
143 West Street, Suite C201, New Milford, CT 06776

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

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

If to the Assessor:

Town of Bethlehem Assessor
Town Hall, Room 114
445 Delaware Ave.
Delmar, NY12054

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

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

12.0 Termination Rights of the Owner.

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

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

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

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

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

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

14.0 Remedies; Waiver and Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other remedy or remedies provided by this Agreement, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

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

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

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

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

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

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

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

[Signature Page Follows]

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

ALBANY ROAD SOLAR, LLC

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

COUNTY OF ALBANY, NEW YORK

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

TOWN OF BETHLEHEM ASSESSOR

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT B

ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	$ 3,500.00
Year 2	$ 3,570.00
Year 3	$ 3,641.40
Year 4	$ 3,714.23
Year 5	$ 3,788.51
Year 6	$ 3,864.28
Year 7	$ 3,941.57
Year 8	$ 4,020.40
Year 9	$ 4,100.81
Year 10	$ 4,182.82
Year 11	$ 4,266.48
Year 12	$ 4,351.81
Year 13	$ 4,438.85
Year 14	$ 4,527.62
Year 15	$ 4,618.18

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

August 25, 2025

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

Re: Requesting authorization to release right of reverter of title to 33 Myrtle Avenue, City of Albany, Tax Map Number 76.49-1-92

Dear Chairperson Cunningham,

The Albany County Real Property Tax Service Agency respectfully requests authorization to release the right of reverter of title to 33 Myrtle Avenue, City of Albany, Tax Map Identification Number 76.49-1-92. 33 Myrtle Avenue was conveyed to Edward S. Peplowski by deed recorded in Liber 2225, Page 831, in June of 1982. That deed contained a right of reverter providing that title would return to Albany County if Mr. Peplowski failed to meet the conditions outlined therein.

All conditions for the release of the reverter have been met by Edward S. Peplowski. Accordingly, the Real Property Tax Service Agency requests that the Albany County Legislature issue a Certificate of Compliance and Release of Reverter, confirming that the satisfactory rehabilitation of 33 Myrtle Avenue has completed.

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-6811, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting authorization to release right of reverter of title to 33 Myrtle Avenue, City of Albany, Tax Map Number 76.49-1-92

Date: 8/25/2025
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) Release of deed reverter

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: 25-38 - 2/10/2025

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Albany County Real Property Tax Service Agency respectfully requests authorization to release the right of reverter of title to 33 Myrtle Avenue, City of Albany, Tax Map Identification Number 76.49-1-92. 33 Myrtle Avenue was conveyed to Edward S. Peplowski by deed recorded in Liber 2225, Page 831, in June of 1982. That deed contained a right of reverter providing that title would return to Albany County if Mr. Peplowski failed to meet the conditions outlined therein.

All conditions for the release of the reverter have been met by Edward S. Peplowski. Accordingly, the Real Property Tax Service Agency requests that the Albany County Legislature issue a Certificate of Compliance and Release of Reverter, confirming that the satisfactory rehabilitation of 33 Myrtle Avenue has completed.

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
FINANCE DIVISION
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207-2021
(518) 447-7070 - FAX (518) 447-5516
www.albanycounty.com

M. DAVID REILLY, JR.
COMMISSIONER

JEFFREY NEAL
DIRECTOR OF FINANCE

MEMORANDUM

To: Michael McGuire, Director of RPTSA
From: Jeff Neal, Director of Finance
Re: 33 Myrtle Avenue, Albany. Tax Map # 76.49-1-92
Date: August 8, 2025

I have reviewed the Right of Reverter language in the deed between the County of Albany and Edward Peplowski recorded at Liber 2225 Page 831 dated June 21, 1982.

Contained within that deed is a condition for release of that reverter: "shall within eighteen (18) months of the date of this conveyance rehabilitate, or cause to be rehabilitated, to a condition satisfactory to the party of the first part, the premises herein contained".

A visual inspection of this parcel in August 2025 indicates no conditions of blight and decay currently exist on this parcel and that the current condition of this structure is satisfactory evidence that the required rehabilitation was made during the defined eighteen month period 1982-1983.

I recommend the release of the Right of Reverter on this parcel.

3.30

356 – STATUTORY FORM CC. BARGAIN AND SALE DEED.– WITH COVENANT AGAINST GRANTOR, CORPORATION, PHOTOSTAT RECORDING.

NATIONAL LEGAL SUPPLY, INC. 66 BEAVER STREET, ALBANY, N.Y. 12207

005494 LIBER 2225 PG 831

This Indenture, *Made the* 21st *day of* June *Nineteen Hundred and* Eighty-two

Between COUNTY OF ALBANY

a municipal *corporation organized under the laws of* the State of New York

party of the first part, and

EDWARD S. PEPLOWSKI residing at Box 241, Beaver Dam Road, Selkirk, Town of Bethlehem, County of Albany, State of New York

party of the second part,

Witnesseth *that the party of the first part, in consideration of* TWO THOUSAND EIGHT HUNDRED and 00/100------------*Dollars* ($2,800.00) *lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part,* his heirs *and assigns forever, all*

THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the 4th Ward of the City and County of Albany, State of New York, known, numbered and designated on the 1978 Assessment Roll of the City of Albany, County of Albany and State of New York as follows:

Ward 4, City of Albany, County of Albany, Alleged Owner: Betty J. Klinger, described as follows: Street No. 33 Myrtle Ave., Lot No.-, Side - North between Philip and Eagle Sts., bounded by lands now or formerly of: north-, South-, East-, West-. Dimensions-.

SUBJECT, however, to the following conditions, covenants and restrictions, to which the party of the second part does hereby agree and which shall run with the land and be binding on the party of the second part and his assigns, to wit:

That the party of the second part shall not transfer title to the premises herein conveyed for a period of not less than three years following the date of this instrument.

To have and to hold the premises herein granted unto the party of the second part, his heirs and assigns forever, upon the express condition that the party of the second part shall within eighteen (18) months of the date of this conveyance rehabilitate, or cause to be rehabilitated, to a condition satisfactory to the party of the first part, the premises herein conveyed and any and all structures situated thereon. In the event rehabilitation satisfactory to the party of the first part is not completed within said eighteen (18) months, then title to said premises shall revert to the party of the first part, and the party of the first part may re-enter upon said premises and regain title thereto. The aforesaid reverter and right of re-entry shall terminate by the issuance of a release thereof by the party of the first part upon the issuance of a certification of compliance from the party of the first part indicating that the rehabilitation satisfactory to the party of the first part has been completed or upon the recording of a building and loan rehabilitation mortgage in an amount acceptable to the party of the first part from a governmental agency or accredited lending institution to the party of the second part for the purpose of rehabilitating said premises, whichever shall occur first.

Being Parcel #W-4-18-79 on List of Delinquent Taxes filed in the Albany County Clerk's Office May 30, 1980 in an action entitled, "In the Matter of Foreclosure of Tax Liens pursuant to Article Eleven, Title Three of the Real Property Tax Law by County of Albany, New York" duly brought in the County Court of Albany County, State of New York by the County of Albany for the foreclosure of certain tax liens on said May 30, 1980.

(See Attached Sheet for Additional Information)

Bx 48
Court House
JUL 23 1982

JUL 16

LIBER 2225 PG 832

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 part* y *of the second part,* his heirs *and assigns forever.*

And *the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.*

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

In Witness Whereof, *the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this* 25th *day of* June *Nineteen Hundred and* Eighty-two

COUNTY OF ALBANY

By Cathy Brower Connors
DIRECTOR OF FINANCE

State of New York
County of Albany ss.

On this 25th *day of* June *Nineteen Hundred and* Eighty-two *before me personally came*

Cathy Brower Connors

to me personally known, who, being by me duly sworn, did depose and say that she *resides in* 18 Sturbridge Court, Voorheesville, NY *that* she *is the* Director of Finance *of* Albany County *the corporation described in, and which executed, the within Instrument; that* she *knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that,* she *signed* her *name thereto by like order.*

MARY A. MUDAR
Notary Public, State of New York
Residing in Albany County
Commission Expires March 30, 19 84

Mary A Mudar

Deed

COUNTY OF ALBANY

TO

EDWARD S. PEPLOWSKI

Dated, June 21, 19 82

STATE OF NEW YORK

County of Albany ss.

RECORDED ON THE 16 day of July A.D. 1982 at 1:58 o'clock P. M. in LIBER 2225 of DEEDS at PAGE 831 and examined

Clerk

RETURN TO: Box 48 Court House

Said premises being included in deed executed by Robert A. Hammond, Director of Finance of the County of Albany, New York to County of Albany dated November 6, 1980 in Book 2196 of Deeds at Page 657.

Subject to a prorated share of the 1981 State, County and City Taxes payable January 1, 1982. Also subject to the 1982-83 School Tax payable September 1, 1982. Also subject to any street, sewer or other special assessment unpaid or payable to the municipality in which the premises are situated. Also subject to any water and sewer charges unpaid or payable to the municipality in which the premises are situated.

Subject to easements, restrictions, covenants and conditions of record affecting said premises and to such state of facts as an accurate survey would disclose.

This conveyance is made pursuant to Resolution No. 163 of the County Legislature adopted June 14, 1982 authorizing conveyance at Public Auction of certain parcels of real property acquired by the County of Albany as a result of completion of its In Rem Foreclosure Proceedings.

RECEIVED
$ 3.30
REAL ESTATE
JUL 1 6 1982
TRANSFER TAX
ALBANY
COUNTY

RECORD AND RETURN TO:
Albany County Division of Finance, Room 1340
112 State Street
Albany, New York 12207

RELEASE

OF

RIGHT OF REVERTER OF TITLE AND RE-ENTRY

RELEASE, given this _______ day of xxxxxxxxxxxx, 2025, by the **COUNTY OF ALBANY, NEW YORK**, a municipal subdivision of the State of New York, having its principal office located at 112 State Street, Albany, New York 12207 ("County ").

WITNESSETH:

WHEREAS, the County Legislature previously authorized the conveyance of the parcel of real property located at **33 Myrtle Avenue in the City and County of Albany, State of New York (Tax Map No. 65.82-4-40)**, and

WHEREAS, the County, as set forth in the Deed conveying said parcel that was recorded in the Albany County Clerk's Office in Book 2225 at Page 831 on June 21, 1982, reserved the right of reverter of title and re-entry to said parcel which would be released upon the completion of the conditions set forth in said Deed indicating that rehabilitation of said parcel has occurred which is satisfactory to the County, and

WHEREAS, the Commissioner of the Department of Management and Budget ("Commissioner") has requested that the County Legislature release said right of reverter of title and re-entry to said premises based upon documentation submitted to said Department that the required rehabilitation of said parcel was completed in a manner which is satisfactory to the County, and

WHEREAS, the County Legislature therefore by Resolution No. xxxxxxxxx for the year 2025 adopted xxxxxxxxxxxxxxxxx, 2025 released said right of reverter of title and re-entry to said parcel reserved by the County and authorized and directed said Commissioner to execute a Release of said right of reverter of title and re-entry ("Release") on behalf of the County,

NOW, THEREFORE, said Commissioner as authorized and directed by said Resolution is hereby executing said Release.

IN WITNESS WHEREOF, said Release has been executed by said Commissioner on the day and year first above written.

COUNTY OF ALBANY, NEW YORK

By: ________________________________

M. DAVID REILLY JR., COMMISSIONER
ALBANY COUNTY DEPARTMENT OF
MANAGEMENT AND BUDGET

ACKNOWLEDGMENT

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

On the ________ day of xxxxxxxxxxxxxx, 2025, before me the undersigned personally appeared **M. DAVID REILLY JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Commissioner of the Albany County Department of Management and Budget, and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, to wit: the County of Albany, New York executed the instrument.

____

NOTARY PUBLIC - STATE OF NEW YORK

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

August 26, 2025

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

Re: Authorization to Cancel and Charge Back Unenforceable Delinquent Taxes - 231 Edwards Hill Road, Town of Rensselaerville, Tax Map Number 172.-1-10.13/2

Dear Chairperson Cunningham,

The three-year time limit to use the ordinary correction of errors process has expired. Therefore, enclosed for your review is a proposed resolution. Upon review of the List of Delinquent Taxes, it became apparent that tax bills were imposed on property owned by the County of Albany. Property owned by the County of Albany, located within the county and used for county purposes, is statutorily exempt from real property taxation pursuant to RPTL §406.

231 Edwards Hill Road, Tax Map Number 172.-1-10.13/2, is the site of a tower that is part of the Albany County Sheriff's 911 Public Safety Radio System and is used for emergency dispatch. The tower and associated equipment are owned by the Sheriff's Office and held for public use.

I am requesting that the Albany County Legislature adopt a resolution canceling the unenforceable tax liens. Additionally, I request that the resolution authorize the chargeback of all amounts credited and guaranteed by the tax liens. The total amount of the unenforceable tax is $40,770.69.

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

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

File #: TMP-6818, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Cancel and Charge Back Unenforceable Delinquent Taxes - 231 Edwards Hill Road, Town of Rensselaerville, Tax Map Number 172.-1-10.13/2

Date: 8/26/2025
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) Cancel unenforceable delinquent taxes

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 RPTL §558 & §406
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 three-year time limit to use the ordinary correction of errors process has expired. Therefore, enclosed for your review is a proposed resolution. Upon review of the List of Delinquent Taxes, it became apparent that tax bills were imposed on property owned by the County of Albany. Property owned by the County of Albany, located within the county and used for county purposes, is statutorily exempt from real property taxation pursuant to RPTL §406.

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I am requesting that the Albany County Legislature adopt a resolution canceling the unenforceable tax liens. Additionally, I request that the resolution authorize the chargeback of all amounts credited and guaranteed by the tax liens. The total amount of the unenforceable tax is $40,770.69.

GROUND LEASE AGREEMENT

THIS (the "Agreement") is made as of the date of the final signature below, by and between **Noreen Gangi** ("Lessor") and Albany County (Lessee)

Definitions.

"**Agreement**" means this Ground Lease Agreement.

"**Approvals**" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"**Commencement Date**" means the first day of the month following the signing of this lease by all parties.

"**Completion Date of Improvements**" means when the lessee has completed the improvements shown in **Exhibit B**.

"**Defaulting Party**" means the party to this Agreement that has defaulted as provided for in Section 29 of this Agreement.

"**Due Diligence Investigation**" has the meaning set forth in Section 3 of this Agreement.

"**Easements**" and "**Utility Easement**" have the meanings set forth in Section 10 of this Agreement.

"**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"**Improvements**" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"**Initial Term**" means a period of **[twenty-five (25) years]** following the Commencement Date.

"**Lease Term**" means the Initial Term and any Renewal Terms.

"**Leased Premises**" means that portion of Lessor's Property consisting of a parcel of approximately 50 feet by 60 feet. The boundaries of the Leased Premises may be subject to modification as set forth in Section 9.

"**Legal Fees**" means the legal fees associated with this lease incurred by the Lessor. Lessee shall pay the legal fees of the Lessor associated with this lease in an amount not to exceed $3500.00 (Three Thousand, Five Hundred Dollars).

"**Lessee's Notice Address**" means Albany County C/O Inspector Ralph Mariani 449 New Salem Road Voorheesville, NY 12186. 518 765-2352.

"**Lessor's Notice Address**" means Noreen Gangi C/O Richard Gangi 231 Edwards Hill Road, Rensselaerville, NY 12460.

"**Lessor's Property**" means the parcel of land located in the Town of Rensselaerville, County of Albany, State of New York, as shown on the Tax Map of said County as Tax Parcel Number 172.00 1 10.130 0, being further described in the instrument recorded in The Office of Albany County Clerk. A copy of said instrument being attached hereto, as **Exhibit "A"**.

"**Non-Defaulting Party**" means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

"**Renewal Term**" means a period of **[twenty-five (25) years]** commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"**Payments**" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of $ 13,000.00 (Thirteen Thousand Dollars) per year to be paid in equal monthly installments of $ 1,083.00 (One Thousand Eighty Three Dollars). Each year the rent shall be increased by 3%. Payment will commence on the first day of the month following the completion date of improvements.

"**Public Safety Based Government Organization**" means any not for profit Fire, Law Enforcement, or Emergency Medical Service operated by a municipality or government entity.

"**Rent**" means the consideration payable to the Lessee by tenants use of space on the wireless communications tower and "Leased Area"..

1. Lessor's Cooperation. Prior to the signing of this agreement, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

2. Subdivision; Perpetual Easement: In the event that a subdivision of Lessor's Property is legally required to lease the Leased Premises to Lessee, Lessor agrees to seek subdivision approval at Lessee's expense. Lessor also agrees to grant a perpetual easement to Lessee over the Leased Premises

3. Lease Term: Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

4. Rent.

a. Any rents collected by the lessee for use of the improvements by other wireless communications companies or individuals shall be divided between the lessee and Lessor in the following amounts;

   i. All tenants 100% to lessor.

b. Rents shall be paid to the Lessee, and the Lessee shall make such payments to the lessor on a monthly basis, unless otherwise negotiated in the future.

c. Lessee and Lessor shall mutually agree upon the amounts contained in the agreement between the lessee and any future tenant.

d. Other than the monthly rent, Lessee retains the right to dictate all other lease terms and stipulations to future tenants.

e. Lessor agrees that lessee will not charge rents for use of any of the improvements to any public safety based government organization unless they infringe upon space being sought by a prospective tenant who would pay for the use of this space. In the event a public safety based government organization does infringe upon this space, they shall have right of first refusal to the space, and in exercising such right shall pay the amount being offered by the prospective tenant.

5. Leased Premises; Survey: Following completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

6. Easements: Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility [(collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements

7. Right to Terminate Lease: Lessee shall have the right to terminate this Agreement at any time prior to the completion of the improvements by sending written notice of termination to Lessor. Lessee shall ensure that the lessor's property is returned to its ordinal state prior to this agreement and remove all materials from the lessor's property.

8. Lessee's Right to Terminate; Effect of Termination by Lessee: Lessee shall have the right, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

9. Lessee's Right to Terminate; Permits and Approvals: Lessee's obligations hereunder are contingent upon the Lessee obtaining the necessary building permits, zoning approvals and environmental approvals. If Lessee is unable to obtain said permits or approvals, Lessee shall have the right to terminate this contract by giving written notice to Lessor.

10. Use of Property: The Leased Premises, the Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition, free from obstructions and debris. Such communications facility shall be fenced and secured. All improvements shall be performed and maintained in a workman like manner in accordance with industry accepted standards. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

11. Removal of Obstructions: Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

12. Hazardous Materials:

(A) Lessee's Obligation and Indemnity: Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity: Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

13. Real Estate Taxes: Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

14. Insurance: At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

15. Waiver of Claims and Rights of Subrogation: The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

16. Eminent Domain: If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

17. Right of First Refusal: If, during the Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

18. Sale of Property: If during the Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

19. Surrender of Property: Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

20. Recording: Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

21. Hold Harmless: Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

22. Lessor's Covenant of Title: Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

23. Interference with Lessee's Business: Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

24. Quiet Enjoyment: Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

25. Mortgages: This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

26. Title Insurance: Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

27. Default:

(A) Notice of Default; Cure Period: In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (120) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default: Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default: In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

28. Limitation on Damages: In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

29. Lessor's Waiver: Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

30. Applicable Law: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

31. Assignment, Sublease, Licensing and Encumbrance: Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

32. Special Considerations:

(A) Lessor and Lessee agree to use a mutually agreed upon construction contractor for roadway improvements. Such contractors quote for construction costs must be competitive and at market value.

(B) Lessor agrees to facilitate a "balloon test" in order to demonstrate the height of the proposed tower to the Lessor. Should the test be unacceptable to the Lessee, the Lessee has the right to terminate this agreement.

33. Miscellaneous:

Recording: Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement: Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions: The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document: Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices: All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity: If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

By, Noreen G. Gangi

Grantor

Print Name: NOREEN G. GANGI

Title:

Date: 10-17-15

By,

Grantor

Print Name:

Title:

Date:

Address for Notice: (Grantors)

19 Saxony Circle
Manchester, N.J. 08759

State of New York } SS
County of Greene }
Sworn to before me personally appeared Noreen G. Gangi on this 17th day of October, 2015
Tracy S. Schermerhorn

By, Philip F. Calderone

Grantee

Print Name: Philip F. Calderone

Title: Deputy County Executive

Date: 11/24/15

TRACY S. SCHERMERHORN
Notary Public, State of New York
No. 01SC6137191
Qualified in Greene County
Commission Expires November 14, 2017

Address for Notice (Grantee)

County of Albany

C/O Inspector Ralph Mariani

449 New Salem Rd

Voorheesville, NY 12186

EXHIBIT "A"

[Label a recorded copy of Lessor's deed as Exhibit "A" and insert here]

EXHIBIT “B”

[Label site sketch, including access road to Leased Premises, as Exhibit “B” and insert here]

Exhibit A

A 291

Standard N.Y.B.T.U. Form 8007
Bargain & sale deed, with covenant against grantor's acts Ind. or Corp.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 9 day of March, nineteen hundred and ninety-three

BETWEEN RICHARD P. GANGI and NOREEN G.GANGI, residing at R.R. 1, 96 Edwards Hill Road, Oak Hill, New York 12460,

LIBER 2484 PAGE 528

6238

party of the first part, and

RICHARD P. GANGI and NOREEN G. GANGI, Husband and Wife, residing at R.R. 1, 96 Edwards Hill Road, Oak Hill, New York 12460,

RECEIVED
REAL ESTATE
JUN - 2 1993
TRANSFER TAX
ALBANY

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

------------------- ONE ------------------- dollars,

lawful money of the United States,

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 plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the~~

JUN 2 1 56 PM '93
ALBANY COUNTY CLERK

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

Beginning at an iron pin set at the stone wall intersection at the northwesterly corner of lands to be conveyed to David and Patricia Elsbree, said point also being on the easterly bounds of lands of Noreen Gangi (Deed Book 2179 at Page 669); running thence along the centerline of a stone wall and other lands of Gangi

N 07° 44' 09" W 358.58'
N 05° 23' 02" W 505.41'
N 06° 53' 00" W 461.98'
N 36° 22' 59" W 365.33' to an iron pin set;

continuing thence along the centerline of a stone wall and along the lands of Gangi

N 82° 03' 35" E 590.07' to an iron pin set

and the westerly bounds of lands of Anna McCabe; running thence along said lands

S 08° 11' 25" E 1636.53' to an iron pin set;

continuing thence along said lands of McCabe

S 80° 10' 06" W 136.30' to the northwesterly

corner of lands to be conveyed to David and Patricia Elsbree; running thence along the northerly bounds of said lands

S 80° 10' 06" W 192.26'
S 82° 23' 44" W 127.18' to the point and

place of beginning. Containing 17.006 acres of land.

ALSO:

"ALL those tracts of parcels of land in the Town of Rensselaerville, County of Albany and State of New York bounded and described as follows:

PARCEL I. 'All that certain farm, piece or parcel of land situate, lying and being in the Town of Rensselaerville and within the Manor of Rensselaerwyck and is known and distinguished as Lot Number 68 being the west half of the same as it is now divided and fenced, containing about 76 acres more or less.

Bounded on the north by Noah W. Kelsey, west by Ransom Slocum, South by the public highway and on the East by the other moiety of the said lot now owned by Eli Mackey.'

PARCEL II. ALSO conveying "All that certain piece or parcel of land situate in the Town, County and State aforesaid being the west part of east half lot No. 68 bounded as follows:

'Commencing on the south lot line No. 68 running north on the division line between Eli and Robert V. Mackey until it intersects north lot line No. 68 thence East on north lot line till it intersects the highway; thence running South along the highway till it intersects said south lot line; thence West on said lot line till it intersects the place of beginning containing 50 acres the same more or less.'

SUBJECT to an easement granted by William H. Lorett to New York Telephone Company, dated April 29, 1965 and recorded in the Albany County Clerk's Office December 20, 1965 in Liber 1856 of Deeds at page 65.

ALSO "All that farm, piece or parcel of land, situate in the Town of Rensselaervile, County of Albany and State of New York, within the west part of the so-called Manor of Rensselaerwyck, being the south half of a lot known and distinguished in the original survey and map of that part of the said manor as lot number eighty-seven (87) and originally leased by the late Stephen Van Rensselaer in his life time to Jonas Kilsey and Harvey Wilsey (Wolsey) and which said south half of the said lot number eighty-seven (87) hereby conveyed is bounded as follows: to wit;

southwesterly by the original south line of the said whole lot number eighty-seven (87) being the north line of property now owned and occupied by Kiram or 'Hipey' Mackey; northwesterly by the north half of lot number eighty-seven (87) now owned by Eugene and Anna Ormsbee; easterly by the lands of Mrs. Lohar Goff, formerly know as the 'Smith Place'; Northerly by lands formerly owned by Nathan Slater; westerly by the original west line of the said whole lot number eighty-seven (87) and containing about eighty (80) acres of land be the same more or less."

SUBJECT to any state of facts that an accurate survey may disclose.

TOGETHER with all strips and gores, if any, which may lie between the parcels hereinabove described.

BEING the same premises described in a deed dated November 21, 1979 from Richrd P. Gangi and Noreen Gale Gangi to Noreen Gale Gangi, recorded in the Greene County Clerk's Office November 23, 1979 in Liber 2179 of Deeds at page 669.

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.

LIBER 2484 PAGE 530

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 incumbered in any way whatever, 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:

Richard P. Gang L.S.

Noreen G. Gang L.S.

STATE OF NEW YORK, COUNTY OF GREENE ss:

On the day of March 1993, before me personally came RICHARD P. GANGI and NOREEN G. GANGI

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Thomas W. Lewis
Notary Public

THOMAS W. LEWIS
NOTARY PUBLIC, State of New York
Qualified in Albany County
4784161
Commission Expires 6/3-93

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

LIBER 2484 PAGE 531

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No. ;
that he is the
of
, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;
that he knows
to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

RICHARD P. GANGI and
NOREEN G. GANGI

TO

RICHARD P. GANGI and
NOREEN G. GANGI

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Thomas W. Lewis
P. O. Box 70
Greenville NY Zip No. 12087

Reserve this space for use of Recording Office.

STATE OF NEW YORK)
COUNTY OF ALBANY)
Recorded in DEEDS
... and
...
ALBANY ...

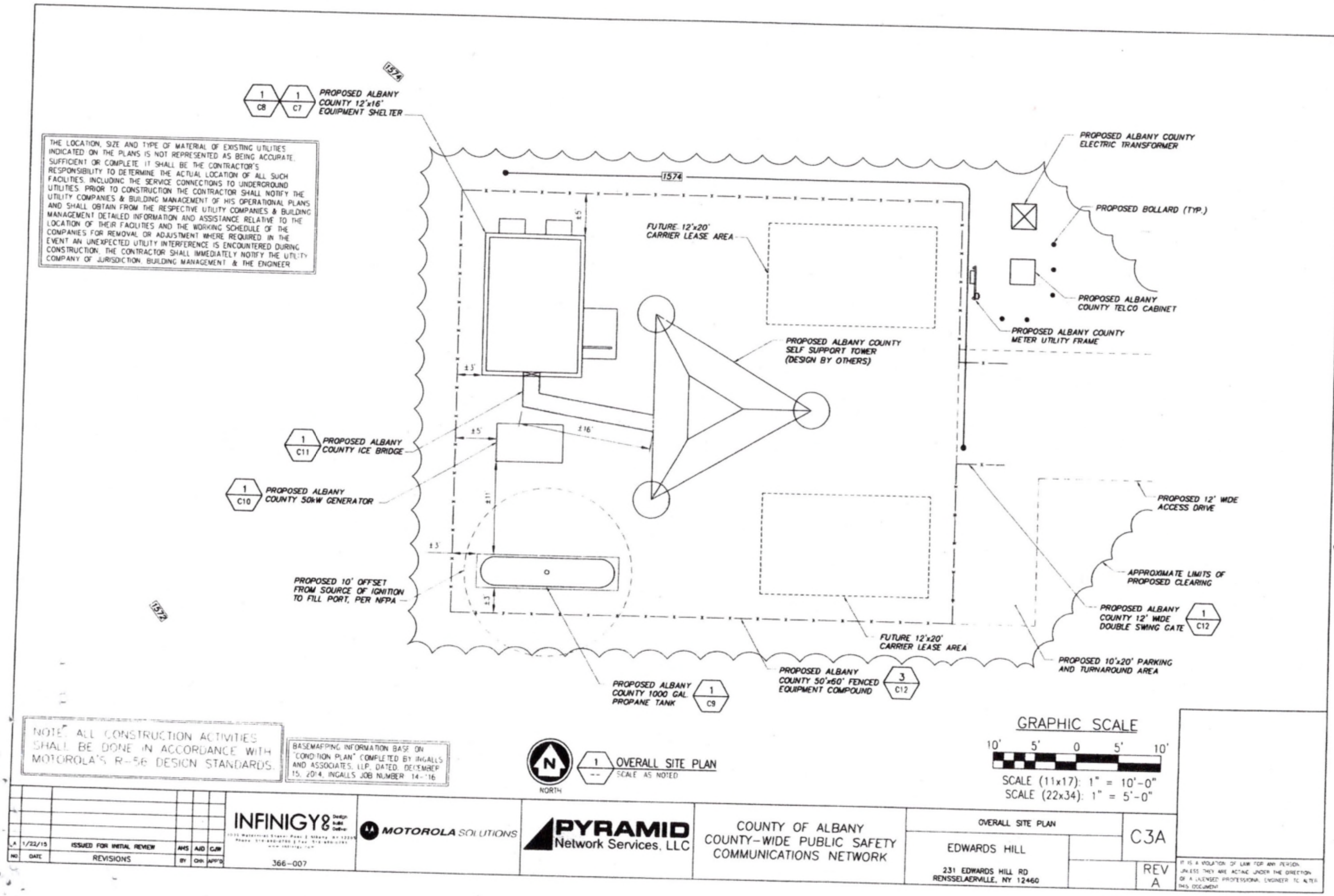

Exhibit B 2 of 2

RESOLUTION NO. 371

AUTHORIZING AN AGREEMENT FOR AN EASEMENT AND LEASE OF PROPERTY FOR THE CONSTRUCTION OF A RADIO TOWER ON EDWARDS HILL ROAD IN THE TOWN OF RENSSELAERVILLE

Introduced: 9/14/15
By Public Safety Committee and Ms. Busch:

WHEREAS, The Albany County Sheriff's Department has conducted a site study for the implementation of an emergency radio system to provide sufficient radio coverage in the Town of Rensselaerville for the Sheriff's Office 911 Center to dispatch fire, emergency medical services and police, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with Noreen Gangi (C/O Richard Gangi) for an easement and lease of property for the construction of a radio tower at 231 Edwards Hill Road in the Town of Rensselaerville for use by the Sheriff's Office 911 Dispatch Center, and

WHEREAS, The proposed term of the lease will be for twenty-five years at an annual rent of $13,000 payable in equal monthly installments of $1,083.33 with an annual 3% escalator increase over the term of the lease with an option of three additional extensions of twenty-five years each, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a twenty-five year agreement with Noreen Gangi (C/O Richard Gangi) in the amount of $473,970 for an easement and lease of property for the construction of a radio tower at 231 Edwards Hill Road in the Town of Rensselaerville for use by the Sheriff's Office 911 Dispatch Center, and, be it further

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

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

Adopted by unanimous vote. ***9/14/15***

00/00/25

RESOLUTION NO. _______

AUTHORIZING CANCELLATION OF A CERTAIN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIEN ON 231 EDWARDS HILL ROAD IN THE TOWN OF RENSSELAERVILLE AND CHARGE BACK OF THE AMOUNT CREDITED IN CONNECTION WITH SAID LIEN

Introduced: 00/00/25
By Audit and Finance Committee:

WHEREAS, the Director of the County Real Property Tax Services Agency has advised the Commissioner of the County Department of Management and Budget as Enforcing Officer of the Albany County Tax District (“Tax District Enforcing Officer”) that the three year time limit for use of the ordinary “correction of errors” process provided by Real Property Tax Law, §554 to cancel and charge back the amount credited or guaranteed by the Tax District in connection with the following unenforceable delinquent real property tax lien which was returned to the Tax District for enforcement,

TOWN OF RENSSELAERVILLE				
Parcel Location	Tax Map No.	Tax Lien Year(s)	Charge Back Amount	Legal Impediment
231 EDWARDS HILL ROAD	172.-1-10.13/2	2019 Property Tax 2020 Property Tax 2021 Property Tax 2022 Property Tax 2023 Property Tax 2024 Property Tax 2025 Property Tax	6,046.42 6,281.70 6,152.23 5,958.34 5,674.72 5,281.04 5,376.24	This parcel which is owned by the County of Albany are statutorily real property tax exempt pursuant to RPTL §406

, and

WHEREAS, the County Legislature in its capacity as the governing body of the Tax District has upon the advice of the Enforcing Officer determined that cancellation of said delinquent real property tax lien pursuant to RPTL §558 (subd, 1) would be effective to accomplish such cancellation and chargeback, now, therefore be it

RESOLVED, that pursuant to RPTL §558 (subd, 1) the above specified delinquent tax lien on said parcel is hereby cancelled and the Enforcing Officer is directed to charge back to the municipal corporation within which said parcel is located any and all amounts credited or guaranteed to such corporation[s] by the Tax District in connection with said cancelled delinquent tax lien, and, be it further

RESOLVED, That the Clerk of the County Legislature is hereby directed to file a copy of this Resolution with said Enforcing Officer and to forward certified copies thereof to the other appropriate County Officials.

COUNTY OF ALBANY

Real Estate Tax Statement

Parcel: 17200000010100130002
Location: EDWARDS HILL RD

Owner:
GANGI NOREEN
C/O ALBANY CTY SHERIFF'S OFFIC
PETER TORNCELLO
16 EAGLE ST

Status:

Square	5,662
Land Valuation:	129,000
Building Valuation:	0
Exemptions:	0
Taxable Valuation:	129,000
Interest Per Diem:	18,620.73

Legal Description:

Deed Date: **Book/Page:** **Interest Date:** 09/30/2025

Year	Type	Bill			
2025	RE-B	1460			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	RENSS	5,376.24	5,376.24	430.10	5,806.34
		5,376.24	5,376.24	430.10	5,806.34
Year Totals		**5,376.24**	**5,376.24**	**430.10**	**5,806.34**

Year	Type	Bill			
2024	RE-B	1667			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	RENSS	5,281.04	5,281.04	1,056.21	6,337.25
		5,281.04	5,281.04	1,056.21	6,337.25
Year Totals		**5,281.04**	**5,281.04**	**1,056.21**	**6,337.25**

Year	Type	Bill			
2023	RE-B	1628			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	RENSS	5,424.72	5,424.72	1,735.91	7,160.63
	LEGAL CHAR	250.00	250.00	0.00	250.00
		5,674.72	5,674.72	1,735.91	7,410.63
Year Totals		**5,674.72**	**5,674.72**	**1,735.91**	**7,410.63**

Year	Type	Bill			
2022	RE-B	1510			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	RENSS	5,708.34	5,708.34	2,511.67	8,220.01
	LEGAL CHAR	250.00	250.00	0.00	250.00
		5,958.34	5,958.34	2,511.67	8,470.01
Year Totals		**5,958.34**	**5,958.34**	**2,511.67**	**8,470.01**

Year	Type	Bill			
2021	TL-B	424			
Inst	**Charge**	**Billed**	**Principal Due**	**Interest Due**	**Total Due**
1	RENSL TL	5,927.23	5,927.23	3,319.25	9,246.48
	LEGAL CHAR	225.00	225.00	0.00	225.00
		6,152.23	6,152.23	3,319.25	9,471.48

COUNTY OF ALBANY

Real Estate Tax Statement

Year Totals		**6,152.23**	**6,152.23**	**3,319.25**	**9,471.48**

Year	Type	Bill
2020	**TL-B**	**502**

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	RENSL TL	6,056.70	6,056.70	4,118.56	10,175.26
	LEGAL CHAR	225.00	225.00	0.00	225.00
		6,281.70	6,281.70	4,118.56	10,400.26
Year Totals		**6,281.70**	**6,281.70**	**4,118.56**	**10,400.26**

Year	Type	Bill
2019	**TL-B**	**643**

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	RENSL TL	5,821.42	5,821.42	4,657.14	10,478.56
	LEGAL CHAR	225.00	225.00	0.00	225.00
		6,046.42	6,046.42	4,657.14	10,703.56
Year Totals		**6,046.42**	**6,046.42**	**4,657.14**	**10,703.56**
Grand Totals		**40,770.69**	**40,770.69**	**17,828.84**	**58,599.53**

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

[2025-05-28 09:15:34 Christina.LaMalfa]:

[2025-07-14 15:09:41 sfox]:

** End of Report - Generated by Christina LaMalfa **

Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

August 25th, 2025

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to amend the 2025 Albany County Adopted Budget. This request is to fund an Assistant Director of Dietary Services and two Transportation Certified Nursing Assistants.

The Assistant Director of Dietary Services is needed for the operation of the Café currently being built at Shaker Place as part of the 2026 – 2030 Albany County Capital Plan. The position will be funded from commissions from the Café's operation.

The request for two Transportation Certified Nursing Assistants will be to support an in-house operated medical transportation service by Shaker Place, which also has the capital investment of two transportation vehicles also part of the 2026 – 2030 Albany County Capital Plan. The Transportation Certified Nursing Aides will be funded through a fee for service model, which includes appropriate billings per payor class.

This request is budget neutral and if any additional information is required, please do not hesitate to contact me.

Sincerely,

Mark S. Olsen
Executive Director

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

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

County of Albany

Legislation Text

File #: TMP-6810, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Amend the 2025 Adopted Budget for Shaker Place Rehabilitation and Nursing Center - Administrative Adjustments

Date: 08/25/2025
Department: Shaker Place Rehabilitation and Nursing Home
Attending Meeting: Mark S. Olsen
Submitted By: Shawn Thelen
Title: Deputy Executive Director
Phone: 518-847-4805

Purpose of Request: Budget Amendment Enter text.

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:	0	County:	100
State:	0	Local:	0

County Budget Accounts:
Revenue Account and Line: See Attached Spreadsheet
Revenue Amount: See Attached Spreadsheet
Appropriation Account and Line: See Attached Spreadsheet
Appropriation Amount: See Attached Spreadsheet

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 ☐

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

<u>DESCRIPTION OF REQUEST:</u> (state briefly why legislative action is requested)

This budget amendment request is to fund an Assistant Director of Dietary Services and two Transportation Certified Nursing Aides. The Assistant Director of Dietary Services is needed for the operation of the Café currently being built at Shaker Place as part of the 2026-2030 Albany County Capital Plan. The request for two Transportation Certified Nursing Aides will be to support an in-house medical transportation service for Shaker Place, which also has the capital investment of two transportation vehicles also part of the 2026 - 2030 Albany County Capital Plan. The Transportation Certified Nursing Aides will be funded through a fee for service model, which includes appropriate billings per payor class.

ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020	15296	TRANSPORTATION AIDE	$ 12,131		$ 48,526	Shaker Place Rehabilitation and Nursing Center
NH6020	15296	TRANSPORTATION AIDE	$ 12,131		$ 48,526	Shaker Place Rehabilitation and Nursing Center
NH6020	NEW	ASST DIR OF DIETARY SERVICES	$ 16,250		$ 65,000	Shaker Place Rehabilitation and Nursing Center
		TOTAL APPROPRIATIONS	$ 40,512	$ -		

ESTIMATED REVENUES

ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
NH6020	02450	COMMISSIONS		$ 15,000	$ 17,500	Shaker Place Rehabilitation and Nursing Center
NH6020	NEW	TRANSPORTATION SERVICE REVENUE		$ 25,512	$ 25,512	Shaker Place Rehabilitation and Nursing Center
		TOTAL ESTIMATED REVENUES	$ -	$ 40,512		
		GRAND TOTAL	$ 40,512	$ 40,512		