August 13, 2019

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to transfer $16,533 from fund line G98130.44070.10000 (Equipment Repair) to fund line G98130.44037.10000 (Insurance) to cover the additional expense for pollution liability insurance.

The District’s pollution liability insurance policy has a three year term which was due for renewal this year. The approved bid amount of $81,698 was higher than anticipated and the transfer is required to cover the current costs. The requested transfer is not anticipated to negatively impact the District’s 2019 budget.

Very truly yours,

Angelo S. Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
    Kevin Cannizzaro, Majority Counsel
    Frank Maurelio, Minority Leader
    Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Request approval to transfer $16,533 from fund line G98130.44070.10000 (equipment repair) to fund line G98130.44037.10000 (insurance) to cover the additional expense for pollution liability insurance.

Date: 8/13/19
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 158-447-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee:
Scope of Services:

Click or tap here to enter text.

Bond Res. No.:
Date of Adoption:

Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒

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

Is there a Fiscal Impact:
Yes ☒ No ☐

Anticipated in Current Budget:
Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: 
Revenue Amount: 
Appropriation Account and Line: 
Appropriation Amount: 
G98130.44037.10000 
$16,533
Source of Funding - (Percentages)
Federal: 
State: 
County: 
Local: 
Click or tap here to enter text. 
Click or tap here to enter text. 
Click or tap here to enter text. 
100% 
Click or tap here to enter text.
Term
Term: (Start and end date) 8/15/19- to 8/15/22 
Length of Contract: 
3 years
Impact on Pending Litigation
If yes, explain: 
Yes ☐ No ☐ 
Click or tap here to enter text.
Previous requests for Identical or Similar Action:
Resolution/Law Number: 
Date of Adoption: 
Click or tap here to enter text. 
Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The District’s pollution liability insurance policy has a three year term which was due for renewal this year. The approved bid amount of $81,698 was higher than anticipated and the transfer is required to cover the current costs. The requested budget-neutral transfer is not anticipated to negatively impact the District’s 2019 budget.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
<tr>
<td>G9 8130 44037 000</td>
<td>Insurance</td>
<td>$ 16,533.00</td>
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<td>Water Purification</td>
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<tr>
<td>G9 8130 44070 000</td>
<td>Equipment Repair</td>
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<td>$ 16,533.00</td>
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<td>Water Purification</td>
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<tr>
<td>TOTAL APPROPRIATIONS</td>
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<td>$ 16,533.00</td>
<td>$ 16,533.00</td>
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<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
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<th>DECREASE</th>
<th>DEPARTMENT NAME</th>
</tr>
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<tbody>
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<td>TOTAL ESTIMATED REVENUES</td>
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<tr>
<td>GRAND TOTALS</td>
<td></td>
<td>$ 16,533.00</td>
<td>$ 16,533.00</td>
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</tr>
</tbody>
</table>
12
July 15, 2019

Hon Andrew Joyce
Chair, Albany County Legislature
112 State Street, 7th FL
Albany, NY 12207

Dear Chairman Joyce,

The Albany County Executive’s Office, on behalf of the Department of Health and Division of Information Services, respectfully requests legislative authorization to accept Fiscal Year 2019 State Homeland Security Program (SHSP) grant funds from the NYS Division of Homeland Security and Emergency Services (DHSES).

This year the respective agencies identified herein are to receive a total allocation of $410,171. Upon acceptance of the award, the Department of Health (DOH) intends to utilize $333,171 for the continued coordination of emergency preparedness programs, trainings, and exercises. The Division of Information Services (DIS) anticipates utilizing $79,000 toward the necessary replacement and enhancement of security features at county-owned, critical infrastructure facilities, including video surveillance and detection equipment upgrades and data security.

DOH will budget their grant money into subsequent annual county budgets. DIS requests a budget amendment to include their amounts into the current 2018 budget. State Homeland Security Program grants are 100% state funded with no county match requirement.

Please do not hesitate to contact me with any inquiries.

Sincerely,
Daniel P. McCoy

[Signature]
County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mursiello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilge, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Accept SHSP19 Homeland Security Funding

Date: 
7/11/2019
Submitted By: 
Michael Lalli
Department: 
County Executive's Office
Title: 
Senior Policy Analyst
Phone: 
518-447-5642
Department Rep.
Attending Meeting: 
Michael Lalli

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
Revenue

Increase Account/Line No.: A9 1680 22050, A9 1680 44046
Source of Funds: NYS DHSES SHSP FY19 Grant
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

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

Acceptance
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
NYS Division of Homeland Security and Emergency Services
1220 Washington Avenue State Office Campus Building 7A
Albany, NY 12242

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

Amount/Raise Schedule/Fee: $410,171.00
Scope of Services: The SHSP annual funding opportunities support sustainment of existing capabilities and development of new capabilities. The funding will be used to support (1) sustainment of the Albany County Citizen Corps; (2) sustainment of Health Preparedness Planning; and (3) enhancements to County cyber security.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
**File #: TMP-1012, Version: 1**

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<thead>
<tr>
<th><strong>Is there a Fiscal Impact:</strong></th>
<th>Yes ☒ No ☐</th>
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</thead>
<tbody>
<tr>
<td><strong>Anticipated in Current Budget:</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
</tbody>
</table>

**County Budget Accounts:**
- **Revenue Account and Line:** A9 1680 22050, A9 1680 44046
- **Revenue Amount:** $63,000.00, $16,000
- **Appropriation Account and Line:** A3 1680 03306
- **Appropriation Amount:** $79,000.00

**Source of Funding - (Percentages)**
- **Federal:** Click or tap here to enter text.
- **State:** 100%
- **County:** Click or tap here to enter text.
- **Local:** Click or tap here to enter text.

**Term**
- **Term: (Start and end date):** 09/01/2019 to 08/31/2022
- **Length of Contract:** 3 Years

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

**Previous requests for Identical or Similar Action:**
- **Resolution/Law Number:** 18-303, 19-245
- **Date of Adoption:** 7/9/18, 6/10/19

**Justification:** (state briefly why legislative action is requested)
The Office of the Albany County Executive respectfully requests authorization to accept NYS Division of Homeland Security and Emergency Services Local grant funding for FY2019 State Homeland Security Program (SHSP). The County has been awarded $410,171.00 for FY2019 funding.

Funding will be used for a variety of homeland security initiatives as has been the case for the past several years. Funding will be split between Division of Information Services (DIS) and Department of Health (DOH). DIS requires a budget amendment to accept these funding into their 2019 budget while DOH will include their funding into subsequent budgets.
Hi there

I have written your FY 19 contract – Please log into Egrants and review – if any changes need to be made please reach out to me and I will make those changes.

If the budget looks good please go into the acceptance tab and certify – If it asks you to submit you can find the submit link on the left hand side.

Any q’s let me know.

Ty
b

Beverly Riley
Public Safety Grants Representative

NYS Division of Homeland Security & Emergency Services
Grants Program Administration
1220 Washington Avenue, State Campus Building 7a
Albany, New York 12242

Desk (518) 242-5093
Beverly.Riley@dhses.ny.gov  www.dhses.ny.gov
## Budget Amendment Spreadsheet - 2018

<table>
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<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>ORIGINAL BUDGET</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>REVISED BUDGET</th>
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</thead>
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<tr>
<td>A9 1680</td>
<td>Computer Equipment and Licensing</td>
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<td>$63,000.00 Information Services</td>
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<td>$16,000.00 Information Services</td>
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<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>REVISED BUDGET</th>
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<tr>
<td>A3 1680</td>
<td>Homeland Security</td>
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<td>$79,000.00 Information Services</td>
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<td>GRAND TOTALS</td>
<td></td>
<td>$79,000.00</td>
<td>$79,000.00</td>
<td></td>
</tr>
</tbody>
</table>
August 1, 2019

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval to transfer $70,600.00 in funds from our Principal Engineering Technician Line (D5020.13601) into the Automobile Parts Line (DM5130.44029).

The increased cost of replacement parts such as tires, the need for diesel exhaust fluid in our newer vehicles, and unanticipated repairs required by our International 7600 plow trucks are some of the items that account for the increase in our parts line spending. The Department budgeted $245,000.00 for parts in 2019 and expects this budget amendment to cover the remainder of 2019.

As we will soon be approaching the 2019 winter season, this transfer is necessary for preparation of our fleet and for any unforeseen repairs.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Budget Transfer for Automobile Parts

Date: August 1, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☒ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- □ Change Order/Contract Amendment
- □ Purchase (Equipment/Supplies)
- □ Lease (Equipment/Supplies)
- □ Requirements
- □ Professional Services
- □ Education/Training
- □ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
□ Settlement of a Claim
□ Release of Liability
□ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address): Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes □ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.
Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption:
Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature's approval to transfer $70,600.00 in funds from our Principal Engineering Technician Line (D5020.13601) into the Automobile Parts Line (DMS130.44029).
The increased cost of replacement parts such as tires, the need for diesel exhaust fluid in our newer vehicles, and unanticipated repairs required by our International 7600 plow trucks are some of the items that account for the increase in our parts line spending. The Department budgeted $245,000.00 for parts in 2019 and expects this budget amendment to cover the remainder of 2019.

As we will soon be approaching the 2019 winter season, this transfer is necessary for preparation of our fleet and for any unforeseen repairs.
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<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tr>
<td>D 5020 13601 000</td>
<td>Principal Engineering Technician</td>
<td>$ 70,600.00</td>
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<td>PUBLIC WORKS</td>
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<tr>
<td>D 5110 44080</td>
<td>Road Machinery Fund Payment</td>
<td>$ 70,600.00</td>
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<tr>
<td>DM 5130 44029 000</td>
<td>Automobile Parts</td>
<td>$ 70,600.00</td>
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<td>$ 141,200.00</td>
<td>$ 70,600.00</td>
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<th>ACCOUNT NO.</th>
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<th>INCREASE</th>
<th>UNIT COST</th>
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<tr>
<td>DM 5130 02801</td>
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<td>$ 70,600.00</td>
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<td>PUBLIC WORKS</td>
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<td>$ 70,600.00</td>
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<td>GRAND TOTALS</td>
<td>$ 141,200.00</td>
<td>$ 141,200.00</td>
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July 25, 2019

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval to accept SFY 2019-2020 Extreme Winter Recovery (EWR) Funds in the amount of $274,948.16. The accompanying letter from New York State Department of Transportation (NYSDOT) shows a table with the 2019/2020 apportionment monies.

Upon acceptance of these funds, we request the Legislature’s approval to amend our 2019 budget by increasing Specialty Equipment D5112.2080 in the amount of $274,948.16 and the approval to purchase a Street Sweeper from Tymco, Inc. (NJPA Contract #122017-TYM) for a total not to exceed $274,250.00.

Due to the revised MS4 mandates, the street sweeper being requested has specific functions that will be used to clean catch basins as well as culvert pipes. The sweeper will also have a spray hose that will be used to wash bridge decks and abutments on various roads throughout the County.

All supporting documentation has been attached, if there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Approval to Accept Extreme Winter Recovery Funds for the Purchase of a Street Sweeper

Date: July 25, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attening Meeting: Lisa M. Ramundo

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
Increase Account/Line No.: D95112.22080 Specialty Equipment (Increase)
D95112.03591 Highway Capital Project (Revenue)
Source of Funds: State Funds (Extreme Winter Recovery)
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

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

Acceptance
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Tymco, Inc.
225 E. Industrial Blvd.
Waco, Texas 76705

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

Amount/Raise Schedule/Fee: $274,250.00
Scope of Services: Purchase of a Sweeper

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:
Revenue Account and Line: D5112.03591 Highway Capital Project
Revenue Amount: $274,948.16

Appropriation Account and Line: D95112.22080 Specialty Equipment
Appropriation Amount: $274,250.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/19-1/31/20
Length of Contract: 4 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature's approval to accept SFY 2019-2020 Extreme Winter Recovery (EWR) Funds in the amount of $274,948.16. The accompanying letter from New York State Department of Transportation (NYSDOT) shows a table with the 2019-2020 apportionment monies.

Upon acceptance of these funds, we request the Legislature's approval to amend our 2019 budget by increasing Specialty Equipment D5112.2080 in the amount of $274,948.16 and the approval to purchase a Street Sweeper from Tymco, Inc. (NJPA Contract #122017-TYM) for a total not to exceed $274,250.00.

Due to the revised MS4 mandates, the street sweeper being requested has specific functions that will be used to clean catch basins as well as culvert pipes. The sweeper will also have a spray hose that will be used to wash bridge decks and abutments on various roads throughout the County.

All supporting documentation has been attached, if there are any questions or further information is needed, please feel free to contact my office.
July 3, 2019

DARRELL DUNCAN
Commissioner of Public Works
COUNTY OF ALBANY
449 NEW SALEM RD
VOORHEESVILLE NY 12186

Dear Mr. Duncan:

I am pleased to inform you that $65.0 million for the Extreme Winter Recovery (EWR) Program was included in the final SFY 2019-20 Budget. This new funding will supplement the re-appropriations of rollover funds remaining from previous State fiscal year EWR appropriations. Please provide a copy of this letter to the chief financial officer (CFO) for your municipality.

The second of four quarterly SFY 2019-20 EWR reimbursements are scheduled to be made on September 16, 2019. Please refer to the revised June 2019 Program Guidelines on the CHIPS website [www.dot.ny.gov/programs/chips] regarding eligible project activities and program requirements. Requests from the SFY 19-20 EWR apportionments for the September payment must be for expenditures made on or after April 1, 2019 and through August 2, 2019.

The County of Albany has the following funding amounts available for the September payment:

<table>
<thead>
<tr>
<th>Program</th>
<th>Total Balance</th>
<th>19-20 Apportionment</th>
<th>Cumulative Rollover Balance</th>
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<tbody>
<tr>
<td>EWR</td>
<td>$657,186.56</td>
<td>$274,948.16</td>
<td>$412,238.40</td>
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</tbody>
</table>

The submissions for the EWR reimbursements will require supporting documentation, including proof of payment and photos of ADA-compliant curb ramps. Failure to submit the required documentation may delay the processing of your reimbursement requests.

The rules for applying under the September EWR reimbursements are available as a link under Forms on the CHIPS website. In order to ensure September timely reimbursement, the NYS DOT Regional Office listed below must receive the original signed payment requests no later than August 12, 2019.

Please be sure to sign the certification on each page of the reimbursement request forms, photocopy the completed forms for your files, and mail the original request forms and all supporting documentation to:

Nick Ruzycky
NYS DOT Regional CHIPS Representative
New York State Department of Transportation
50 Wolf Road, Suite 1850
Albany, NY 12232

Your NYS DOT municipal code for entry on the forms is 110000. If you have any questions, please contact Nick Ruzycky at 518-485-1869.

Respectfully yours,

[Signature]

Peter J. Ryan
Director
Local Programs Bureau
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<th>UNIT COST</th>
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ESTIMATED REVENUES

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**Total Unit Price:** $274,250.00

**FOB:** Voorheesville, NY

**DELIVERY ARO:** 90-320 Days

Sourcewell Customer Quote Notes:

AWT Camera/Monitor System - 3 cameras (Rear & Pickup Head on Right Side)
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-TYM

Proposer's full legal name: TYMCO, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract #: 122017-TYM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: TYMCO, INC.

Authorized Signatory's Title: PRESIDENT

Kenneth J. Young  
(NAME PRINTED OR TYPED)

Executed on 2-26-2018

NJPA Contract #: 122017-TYM
Contract Award
RFP #12201

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

(SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES)

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: [Redacted]

Company Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

CAGE Code/Duns & Bradstreet Number: [Redacted] [Redacted]

Contact Person: [Redacted] Title: [Redacted]

Authorized Signature: [Signature]

(Name printed or typed)
Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer’s response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

<table>
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<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA Accepts</th>
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</table>

Proposer’s Signature: [Signature]
Date: 12/18/17

NJPA’s clarification on exceptions listed above:

Review and Approved:

NJPA Legal Department 2/16/18
Proponent Assurance of Compliance

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name; the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NIPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NIPA, or any person, firm, or corporation under contract with NIPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NIPA Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NIPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NIPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NIPA will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NIPA for reasonable measures that NIPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: ____________________________

Address: __________________________________

City/State/Zip: ______________________________

Telephone Number: __________________________

E-mail Address: ______________________________

Authorized Signature: _______________________

Authorized Name (printed): ____________________

Title: _______________________

Date: 12-18-17

Notarized

Subscribed and sworn to before me this 18th day of December, 2017

Notary Public in and for the County of McLennan State of Texas

My commission expires: 11-31-2022

Signature: ____________________________

G. KAYE MORGAN
Notary Public
STATE OF TEXAS
ID#964865-1
My Comm. Exp. Dec. 31, 2020
PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name:  

Questionnaire completed by:  

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
• Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

• Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

• Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NIPA Members in these regions be provided service for warranty repair?

• Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?

• What are your proposed exchange and return programs and policies?

6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

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9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

___ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
18) Identify a proposed administrative fee that you will pay to NIPA for facilitating, managing, and promoting the NIPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to the industry.

20) Identify how your products, services and supplies address the scope of this RFP.

Signature: [Signature]

Date: 12-18-17
Quotation

TO: Albany Co.
Customer

Address

City, State, Zip Code

Contact Person

Phone Number
Scott Duncan

Fax Number

Date of Quotation
7/11/2019

Quotation Price Good Through

Salesman Name
Matt Brayman

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180 to 210 day lead time

Onondaga Co. Contract #7974

Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-In allowance)

<table>
<thead>
<tr>
<th>DETAILS OF PROPOSED TRANSACTION:</th>
<th>TERMS AVAILABLE:</th>
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<tbody>
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<td>CASH PRICE</td>
<td>12mos @</td>
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<tr>
<td>TRADE-IN (see above)</td>
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<tr>
<td>NET PRICE</td>
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<td>SALES TAX (if applicable)</td>
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<tr>
<td>WASTE TIRE TAX:</td>
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</tr>
<tr>
<td>TOTAL PRICE</td>
<td>$0</td>
</tr>
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</table>

We appreciate this opportunity to quote you. I assure you that your order will be most appreciated and handled in a prompt and careful manner. Please feel free to call me when I can be of service...

Sales Representative  Thank You
July 12, 2019
Mr. Scott Duncan
Albany County
449 New Salem Rd.
Voorheesville NY 12186

Dear Scott,
Empire Crane is pleased to offer the following quote for your consideration:

One new Tymco 600 BAH air sweeper mounter on a 2020 Freightliner M2-106

Standard Equipment Included:
- John Deere engine FT4 4045
- Auxiliary engine protection system
- Auxiliary fuse panel
- Bluelogic control system
- Dust control system
- Hydraulic system protection
- Twin gutter broom, floodlights and standard parabolic mirrors 10”
- Pressure Bleeder
- Reverse Pick up Head System
- Water fill hose and rack
- Work platform
- Amber beacon led light
- Rear mounted oval design alternating flashing lights (2) led
- Back up alarm
- Floodlights on rear (2)
- Duo skids
- Rubber lined blower
- Extra water nozzle RHGB
- Extra water nozzle in hopper
- Extra water nozzle Transition
- Hopper suction throat liner w/ inlet wear flange
- Stainless Steel Hopper
- Stainless Steel Blower Housing
- One rear view camera
- One P/U head camera
- Led light bar on cab
- Fire extinguisher
- Air Horn
- (2) Parabolic mirrors 12”
- Battery disconnect
- Arrow Stick

Sweeper Price: $280,250.00
F.O.B: Albany County

Boston, MA
12 Mear Rd.
Avon, MA 02322
(508) 868-7734

Syracuse, NY
7021 Performance Dr.
PO Box 5545
Syracuse, NY 13220

New Jersey/ NYC
35 S. Adamsville Rd., Ste 8
Bridgewater, NJ 08807
(908) 203-0400
May 30, 2019

The Honorable Andrew Joyce  
Chairman, Albany County Legislature  
Legislative Clerk’s Office  
112 State Street, Suite 710  
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Nursing Home respectfully requests to amend the Comprehensive Healthcare Solutions contract to include bad debt recovery and guardianship legal services.

We originally contracted with Comprehensive Healthcare Solutions for accounts receivable and bad debt recovery services. The bad debt recovery was paid to Comprehensive Healthcare Solutions at a rate of 15% for all bad debt recovered. It has now been determined that legal services are required to recover some of the bad debt identified. We have negotiated a rate of 25% for bad debt recovered that involves recovery using legal services. All other bad debt recovered will remain at the 15% rate.

We are not requesting any additional appropriations for this contract.

If any additional information is needed, please do not hesitate to contact us.

Sincerely,

Larry I. Slatky  
Executive Director

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., 'Contract Authorization for Information Services'):
Comprehensive Healthcare Solutions Bad Debt Legal Services Amendment

Date: May 30, 2019
Submitted By: Larry L. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry L. Slatky
Attending Meeting: Larry L. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline: Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Comprehensive Healthcare Solutions
35 Airport Road
Lakewood, New Jersey 08701

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

Amount/Raise Schedule/Fee: $1,100,000.00
Scope of Services:
To seek recovery of bad debt through legal services, as needed and
arranged by Comprehensive Healthcare Solutions and approved by Albany County Nursing Home, as part of their
Accounts Receivable responsibilities.

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.
Justification: (state briefly why legislative action is requested)
Comprehensive Healthcare Solutions has been retained to seek bad debt on behalf of Albany County Nursing Home. For these services, we have previously authorized 15% payment to CHS for all recovered bad debt. It has become necessary to take legal action for some of these cases and legal representation was not included in the original contract, therefore, it must be added at this time. We have negotiated a new bad debt recovery fee that will now include legal services of 25% of all bad debt recovered, when necessary and approved by the Albany County Nursing Home. When legal services are not required, the bad debt rate will remain at 15%. There shall be no change to the current contract, not to exceed amount of $1,100,000.00. I have attached the previous Resolutions, RLA request and contract.
RESOLUTION NO. 44

AMENDING RESOLUTION NO. 115 FOR 2018 AS AMENDED BY RESOLUTION NO. 313 FOR 2018 WITH COMPREHENSIVE HEALTHCARE SOLUTIONS REGARDING BILLING AND DEBT COLLECTION SERVICES

Introduced: 2/11/19
By Audit and Finance Committee:

WHEREAS, By Resolution No. 115 for 2018, as amended by Resolution No. 313 for 2018, this Honorable Body authorized an agreement with Comprehensive Healthcare Solutions regarding resident billing and bad debt collection services in an amount of $650,000 annually, in addition to 15% of all bad debt collected, for a term commencing April 1, 2018 through March 31, 2021, and, be it further

WHEREAS, The Executive Director of the Residential Health Care Facilities has been notified that the estimated 15% of the amount of monies recoverable in the agreement are not to exceed $1,100,000, and

WHEREAS, The Executive Director of the Residential Health Care Facilities has requested an amendment to the agreement based upon information regarding the anticipated bad debt recoverable to reflect that 15% of bad debt should not exceed $1,100,000, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 115 for 2018 is hereby amended to indicate in the First Resolve Clause that the 15% of all bad debt collected "shall be in an amount not to exceed $1,100,000", 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 - 2/11/19
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Comprehensive Healthcare Solutions Bad Debt Recovery Amendment

Date: December 20, 2018
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry I. Slatky
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
Revenue

Increase Account/Line No.: NH5020 440069
Source of Funds: See Below
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Comprehensive Healthcare Solutions
36 Airport Road
Lakewood, New Jersey 08701

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

Amount/Raise Schedule/Fee: $450,000.00

Scope of Services:
To research and attempt to recover due to Albany County Nursing Home revenue from Medicaid, HMO's, Managed Long Term Care Organizations, Private Pays, VA and Net Allowable Monthly Income (NAMI). Comprehensive Health Care Solutions will be reimbursed 15% for all bad debt revenue collected, once received by the nursing home.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☑ No ☒
If Mandated Cite Authority:  Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line:  NH6020 01880
Revenue Amount:  $1,500,000.00
Revenue Account and Line:  NH6020 01897
Revenue Amount:  $1,000,000.00
Revenue Account and Line:  NH6020 01898
Revenue Amount:  $300,000.00
Revenue Account and Line:  NH6020 04830
Revenue Amount:  $200,000.00

Appropriation Account and Line:  NH6020 44069
Appropriation Amount:  $450,000.00

Source of Funding - (Percentages)
Federal:  Click or tap here to enter text.
State:  Click or tap here to enter text.
County:  100%
Local:  Click or tap here to enter text.

Term
Term: (Start and end date)  4/3/2018 through 4/8/2021
Length of Contract:  36 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number:  313
Date of Adoption:  7/9/2018

Justification: (state briefly why legislative action is requested)
Comprehensive Healthcare Solutions is our billing company. As part of their responsibilities they will endeavor to recover bad debt from all revenue sources (see attached contract). Their fee for this service will be 15% of revenue received. Knowing the anticipated and current receivables for the three years of this contract we estimate the total to be approximately an additional 3 million dollars therefore, we are requesting an amendment to the existing contract increasing the contract by four hundred fifty thousand dollars that represents 15% of this anticipated revenue. No payments will be made to Comprehensive Healthcare Solutions until this bad debt revenue is received.
RESOLUTION NO. 313

AMENDING RESOLUTION NO. 115 FOR 2018 WITH COMPREHENSIVE HEALTHCARE SOLUTIONS REGARDING BILLING AND DEBT SERVICES

Introduced: 7/3/18
By Audit and Finance Committee:

WHEREAS, By Resolution No. 115 for 2018, this Honorable Body authorized an agreement with Comprehensive Healthcare Solutions regarding resident billing and bad debt collection services in an amount of $198,000 annually, in addition to 15% of all bad debt collected, for a term commencing April 1, 2018 through March 31, 2021, and, be it further

WHEREAS, The Executive Director of the Residential Health Care Facilities has been notified that 15% of the estimated amount of monies recoverable in the agreement are not to exceed $650,000, and

WHEREAS, The Executive Director of the Residential Health Care Facilities has requested an amendment to the agreement based upon information regarding the anticipated bad debt recoverable to reflect that 15% of bad debt should not exceed $650,000, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 115 for 2018 is hereby amended to indicate in the First Resolve Clause that the 15% of all bad debt collected “shall be in an amount not to exceed $650,000”, 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 – 7/9/18
RESOLUTION NO. 115

AUTHORIZING AN AGREEMENT WITH COMPREHENSIVE HEALTHCARE SOLUTIONS REGARDING BILLING AND DEBT SERVICES

Introduced: 2/12/18
By Audit and Finance Committee:

WHEREAS, The Executive Director of the Residential Health Care Facilities through the Purchasing Department previously issued an RFP for billing and debt service collections at the Albany County Nursing Home and received four proposals, and

WHEREAS, After a review of the proposals, it was determined that Comprehensive Healthcare Solutions was the lowest responsive bidder for the proposal, and

WHEREAS, The Executive Director has requested authorization to enter into an agreement with Comprehensive Healthcare Solutions regarding resident billing and bad debt collection services, and,

WHEREAS, The Executive Director has also requested a budget amendment in order to provide funding for this services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three year agreement with in an Comprehensive Healthcare Solutions, Lakewood, New Jersey 08701 regarding resident billing and bad debt collection services in an amount of $198,000 annually, in addition to 15% of all bad debt collected, for a term commencing April 1, 2018 through March 31, 2021, and, be it further

RESOLVED, That the 2018 Department of Residential Health Care Facilities Budget is hereby amended as follows:

Decrease Appropriation Account NH6020.1 by $108,111 by decreasing the following Line Items:

Decrease Line Item NH6020 1 6198 001 Fiscal Assistant III by $56,662
Decrease Line Item NH6020 1 2128 002 Registered Nurse by $51,449

Increase Appropriations Account NH6020.4 by $108,111 by increasing Line Item NH6020 4 4069 Other Medical Services by $108,111

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. 3/12/18
AMENDMENT #1 TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND COMPREHENSIVE HEALTHCARE SOLUTIONS
FOR
BILLING AND COLLECTION SERVICES AT THE
ALBANY COUNTY NURSING HOME

Resolution No. 313 of 2018

(Original Agreement Pursuant to Resolution 115 of 2018)

This Agreement is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at 112 State Street, Albany, New York 12207 (hereinafter the “County”), and Comprehensive Healthcare Solutions, a New Jersey corporation with its principal address at 36 Airport Road, Suite 101, Lakewood, New Jersey, 08701 (hereinafter, the “Contractor”, and together with the County may be referred to herein as the “parties”).

WHEREAS, the County has an agreement with the Contractor regarding financial billing and collection services for the residents of the Albany County Nursing Home, said agreement having been entered into pursuant to Resolution No. 115 of 2018; and

WHEREAS, Resolution No. 115 of 2018 authorizes the Contractor to receive an annual amount of ONE HUNDRED AND NINETY-EIGHT THOUSAND AND 00/100 ($198,000.00) DOLLARS as well as 15% percent of any bad debt recovered by the Contractor; and

WHEREAS, The Executive Director of the Residential Health Care Facilities has been notified that 15% of the estimated amount of monies recoverable in the agreement are not to exceed $650,000; and
WHEREAS, the Executive Director of the Residential Health Care Facilities has requested an amendment to the agreement based upon information regarding the anticipated bad debt recoverable to reflect that 15% of bad debt should not exceed $650,000.

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

A. That the Agreement at ARTICLE 3. COMPENSATION shall be amended to read as follows:

5.1 In consideration of the terms and obligations of this Agreement outlined in Article 2, sections 2.1—2.14, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED NINETY EIGHT THOUSAND, AND 00/100 ($198,000.00) DOLLARS (US CURRENCY) annually, a total of FIVE HUNDRED NINETY FOUR THOUSAND AND 00/100 ($594,000.00) DOLLARS as compensation for all goods and services rendered under this Agreement over the three year term of this Agreement.

5.2 For the services provided by the Contractor under Article 2, Section 2.15, the Contractor shall be entitled to a portion of the portion of the amount recovered on behalf of the County. The Contractor shall be entitled to fifteen percent (15%) of any bad debt recovered with the remaining eighty-five percent (85%) being returned to the County. The 15% of the recovered bad debt shall be the entirety of the compensation due the Contractor under Article 2, Section 15 of this Agreement. The total amount of recoverable by the Contractor under this section shall not exceed SIX HUNDRED AND FIFTY THOUSAND AND 00/100 ($650,000.00) DOLLARS.

B. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: 3/27/18

BY: [Signature]

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone, Esq.
Deputy County Executive

COUNTY OF ALBANY

DATED: 8/3/18

BY: [Signature]
STATE OF NEW YORK
COUNTY OF ALBANY ) SS:

On the 27th day of August, 2018, before me, the undersigned, a notary public in and for the state, personally appeared P. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

MICHAEL A. LALU
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LAR032012
Qualified in Albany County
My Commission Expires March 30, 2019

STATE OF NEW YORK
COUNTY OF ALBANY ) SS:

On the 3rd day of August, 2018, before me, the undersigned, a notary public in and for the state, personally appeared S. Reiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

BELLA ROSENBLUM
NOTARY PUBLIC
STATE OF NEW JERSEY
#: NUMBER 00096594
My Commission Expires Jan. 15, 2020
AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND COMPREHENSIVE HEALTHCARE SOLUTIONS
FOR
BILLING AND COLLECTION SERVICES AT THE
ALBANY COUNTY NURSING HOME

Resolution No. 116 of 2018

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Comprehensive Healthcare Solutions, a New Jersey corporation with a principal address of 36 Airport Roads, Suite 101, Lakewood, New Jersey 08701 (hereinafter called the "Contractor," the Contractor and the County may be referred to as the "Parties" or either as the "Party").

WITNESSETH:

WHEREAS, the County has a need for a Contractor to provide financial billing and collection services for the residents of the Albany County Nursing Home, located at 781 Albany Shaker Road, Albany New York 12211; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Billing, Accounts Receivable, and Collections Services, said request having been designated RFQ #2018-008, issued on January 11, 2018 and published on January 11, 2018 (hereinafter called the "RFQ"); and

WHEREAS, the Purchasing Division has issued three (3) addenda to the RFQ, the first on January 17, 2018 (hereinafter called the "Addendum #1"), the second on January 22, 2018 (hereinafter called the "Addendum #2"), and the third on January 23, 2018 (hereinafter called the "Addendum #3"), and together with Addendum #1, and Addendum #2, may be referred to hereinafter as the "Addenda"); and
WHEREAS, the Contractor has submitted a proposal on January 31, 2018 to provide the aforesaid billing and collection services; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid Building Assessment services on February 6, 2018; and

WHEREAS, the County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid billing and collection services through Resolution No. 115 of 2018, adopted March 12, 2018; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1. The Contract Documents consist of the following: this Agreement, the Addenda, which are incorporated by reference and made a part hereof, the RFP #2018-008, which is incorporated by reference and made a part hereof; and the Contractor’s Proposal, which is incorporated by reference and made a part hereof (collectively called “the Agreement” hereinafter).

1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in reverse order; 3) the RFP; 4) the Contractor’s Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor will provide a full spectrum of accounts receivable/billing and collection services for the Albany County Nursing Home as described below:
2.1 The Contractor shall provide accurate census in the accounts receivable software (accurate daily totals (ADTs) and corresponding payers)

2.2 The Contractor shall generate billing for all payer sources (Medicaid, Medicare, health maintenance organizations (HMOs), Hospice, Private and Patient Liability) in a timely and proactive manner.

2.3 The Contractor shall post all cash receipts (via electronic remits for Medicaid/Medicare and copies of deposits from facilities for private checks) in a timely fashion.

2.4 Contractor shall conduct aging reviews which shall include review of all denials and non-payments from all payer sources with timely follow ups with each payer accordingly, with action to re bill or collect as appropriate, including:
   - Medicaid and Medicare denials and suspended claims.
   - Coordination of all alternative dispute resolution (ADR) claims with the facility’s therapy team.
   - Phone calls to all HMO, medical long term care (MLTCs) and Private insurance for each unpaid claim within thirty to forty-five days of dates of service and additional follow up needed until claim is paid.

2.5 The Contractor shall use its expertise in the HMO process from the authorization to process the billing/collections process and shall handle the changing environment to MLTC. This shall include:
   - Phone calls to resident families for all delinquent accounts for Private and net available monthly income (NAMI).
   - Follow up on all Hospice and VA claims as necessary.

2.6 The Contractor shall submit month-end closing reports and supply them to the Nursing Home’s controller/accountants. This shall ensure the tying out census to sales, cost to bank statements and Patient funds trial balance to bank records.

2.7 The Contractor shall provide reports on a constant basis regarding revenue booked, cash collections, and outstanding accounts receivable (AR).
2.8 The Contractor shall perform full bookkeeping duties for the Resident Trust accounts, including processing check requests, posting disbursement, posting cash withdrawals, monthly patient funds reconciliation, and quarterly statements.

2.9 The Contractor shall perform full monitoring and tracking of all operational procedures that affect eligibility and establishment of payer sources. These services shall include:

- The Review of all admissions to ensure the admit payer (primary/secondary) are active and authorized.
- Monitor Medicare eligibility for days available/days used.
- Monitor the HMO authorization and last covered days.
- Monitor the Medicaid application process proactively to prevent penalties, gap in coverage and unexpected NAMI’s on the budget letters by providing the following:
  - Training for the Nursing Home’s Medicaid Coordinator as needed.
  - Ensuring the Medicaid Assistant Coordinator meets the families/patients proactively to discuss the application process.
  - Guiding and advising the Medicaid Assistant Coordinator on what is needed on each case.
  - Demanding accountability on a weekly basis to ensure Medicaid Assistant Coordinator is following the appropriate steps necessary to ensure approval.
  - Manage the attorney referral process and guardianship, deed transfers or necessary actions for the Medicaid Assistance process.
  - Review all the documents gathered on the case to ensure the financial information will result in approval and if upon analysis there is an issue, the Contractor will ensure Medicaid AS coordinator is aware and will take the necessary steps to address.
  - Upon review, the Contractor will estimate the NAMI and guide the MA coordinator on offering direct deposit for all NAMI sources.

2.10 The Contractor shall monitor the re-certifications to prevent drop in coverage by reviewing all end dates and ensuring such re-certifications are done thirty (30) to sixty (60) days prior to a drop in coverage.

2.11 The Contractor shall monitor all Private/NAMI bills to ensure all accounts are up to date and working with the Nursing Home to enroll accounts direct deposit to reduce NAMI bad debt.
2.12 Involvement and support with all third party audits related to accounts receivable including audits done by the Office of the Medicaid Inspector General (OMIG), Medicare bad debt, recovery audit contractor (RAC), ADR’s, etc.

2.13 The Contractor shall back up the service onsite and offsite and have a disaster recovery plan.

2.14 The Contractor shall be fully compliant with HIPPA regulation and is compliant with all state and Federal regulations, including a full corporate compliance program.

2.15 The Contractor shall be required to expend best efforts to pursue bad and unpaid debt owed to the Nursing Home by residents. The Contractor shall provide quarterly reports detailing the efforts to acquire and secure the Nursing Home's bad debt.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement outlined in Article 2, sections 2.1—2.14, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed an annual amount of ONE HUNDRED NINETY EIGHT THOUSAND, AND 00/100 ($198,000.00) DOLLARS (US CURRENCY), a total of FIVE HUNDRED NINETY FOUR THOUSAND ($594,000.00) DOLLARS as compensation for all goods and services rendered under this Agreement over the three year term of this Agreement.

For the services provided by the Contractor under Article 2, Section 2.15, the Contractor shall be entitled to a portion of the portion of the amount recovered on behalf of the County. The Contractor shall be entitled to fifteen percent (15%) of any bad debt recovered, with the remaining eighty-five percent (85%) being returned to the County. The 15% of the recovered bad debt shall be the entirety of the compensation due the Contractor under Article 2, Section 15 of this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Sheriff's Office, and acceptance by the County of the claim form.
ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence upon execution and continue in effect for three (3) years.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.
7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220[8-a].

ARTICLE 11. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuses to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.
ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1998, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1998 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 108-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.
ARTICLE 16. INDEMNIFICATION

The Parties shall defend, indemnify and save harmless each other, their agents, representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the their agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

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

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

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep Insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.
ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor waives, under penalty of perjury, that to the best of knowledge and belief, the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 108-a with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. ACCOUNTING RECORDS

19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenues derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.
ARTICLE 20. NON-APPROPRIATIONS

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

ARTICLE 21. NON-INTERUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 22. EXTRA WORK

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

ARTICLE 23. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
ARTICLE 24. LICENSES

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

ARTICLE 25. PARTIAL INVALIDITY

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

ARTICLE 26. HEADINGS — CONSTRUCTION

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

ARTICLE 27. NOTICES

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

ARTICLE 28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
ARTICLE 29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein. This Agreement explicitly supersedes the Agreement between the Parties executed on February 7, 2018, identified as Contract No. 3947 of 2018.

ARTICLE 30. MODIFICATION

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

ARTICLE 31. EXECUTION OF DOCUMENTS

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

(The Rest of This Page Left Intentionally Blank)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 11/24/12

BY: [Signature]

Daniel P. McCoy
Albany County Executive
or
Philip F. Caderone, Esq.
Deputy County Executive

COMPREHENSIVE HEALTHCARE SOLUTIONS

DATED: 4/9/18

BY: [Signature]
STATE OF NEW YORK  
COUNTY OF ALBANY  

On the 26th day of April, 2013, before me, the undersigned, personally appeared DANIEL F. MCCOY or PHILLIP CALDERONE, ESQ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LAS2012
Qualified in Albany County
My Commission Expires March 30, 2019

STATE OF NEW YORK  
COUNTY OF Ocean  

On the 9th day of April, 2012, before me, the undersigned, personally appeared SELLA ROSENBLUM personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Bella Rosenblum
NOTARY PUBLIC
STATE OF NEW JERSEY
ID NUMBER 59006894
My Commission Expires Jan. 16, 2020
SCHEDULE "A"

INSURANCE COVERAGE

Workers’ Compensation and Employers’ Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than $600,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
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</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than $1,000,000 per occurrence.
# Certificate of Liability Insurance

**Certificate Number:**

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Description</th>
<th>Policy Number</th>
<th>Limit</th>
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<tr>
<td>A</td>
<td>Commercial General Liability</td>
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<td>5,000,000</td>
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<tr>
<td>A</td>
<td>Professional Liability</td>
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<td>1,000,000</td>
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<tr>
<td>B</td>
<td>Personal Injury Protection</td>
<td>MPL848060517</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

**Certificate Holder:**

Albany County
112 State Street
Albany, NY 12220

**Cancelation:**

Should any of the above-renewed policies be canceled before the expiration date therefor, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Ralph

---

*ACORD is (2016-03).*

*The ACORD name and logo are registered marks of ACORD.*
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

Insured:

AP INTEGO INSURANCE GROUP LLC
25006 E P: P;
PO BOX 33015
SAN ANTONIO TX 78265

COMPREHENSIVE HEALTHCARE SOLUTIONS, LLC
408 MENDVILLE AVE
LAKESIDE NJ 08701

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policies, Lewis shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Insured</th>
<th>Coverage Type</th>
<th>Effective Date</th>
<th>Term</th>
<th>Limit of Liability</th>
<th>Notes</th>
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</thead>
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<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>01/01/2018</td>
<td>12/31/2018</td>
<td>$1,000,000</td>
<td></td>
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<td></td>
<td>AUTO LIABILITY</td>
<td>01/01/2018</td>
<td>12/31/2018</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>01/01/2018</td>
<td>12/31/2018</td>
<td>$500,000</td>
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</tr>
</tbody>
</table>

Those usual to the Insured's Operations.

CANCELLATION

ALBANY COUNTY
112 STATE ST
ALBANY, NY 12207

The ACORD name and logo are registered marks of ACORD.
August 8, 2019

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to reduce the Jersen Construction contract by $2,000,000.00.

It has been determined by the Construction Manager, Architect and confirmed by Jersen Construction and Shaker Place Administration that this reduction can be implemented (see attached).

This reduction of $2,000,000.00 will be maintained in Bond HNN8 and will be utilized as necessary for Capital Equipment and Furnishings that have been budgeted as part of the project’s soft costs.

We respectfully request the approval of this contract amendment.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: August 8, 2019
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center, formerly Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
File #: TMP-1043, Version: 1

☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.:  
Source of Funds:  
Title Change:  

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Contract Terms/Conditions:

Party (Name/address):
Jersen Construction
6 Industry Drive
Waterford, New York 12188

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

Amount/Raise Schedule/Fee: $2,000,000.00
Scope of Services: It has been determined and agreed by Jeren Construction, Gilbane Building Company, Angerame Architects and the nursing home administration (see attachment) that the construction contract can be reduced by $2,000,000.00, therefore, we are requesting that the Jeren Construction contract be reduced by that dollar amount.

Bond Res. No.:  
Date of Adoption:  

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
Justification: (state briefly why legislative action is requested)

An evaluation of the construction project cost has shown that our construction contract can be reduced by $2,000,000.00.
RESOLUTION NO. 312

AUTHORIZING AN AGREEMENT WITH JERSEN CONSTRUCTION GROUP, LLC REGARDING THE RENOVATION PROJECT AT THE ALBANY COUNTY NURSING HOME

Introduced: 7/9/18
By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to enter into an agreement with Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed $69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, and

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Department issued RFP 2018-033 for the project, and four bids were received, and

WHEREAS, After a review of the bids the Department has recommended awarding the contract to Jersen Construction Group, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed $69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, 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.


Those opposed: Mr. Dawson- 1
Resolution was adopted. – 7/9/18
Cantwell, Sarah

From: Dave Mineau <dmineau@jersen.com>
Sent: Wednesday, August 14, 2019 10:59 AM
To: Slatky, Larry; Lucarelli, Andy; Maxwell Mincher (mmincher@gilbaneco.com)
Subject: Contract

Larry
Based on the current status of the project and expected future changes, we do not have a issue with the reduction of the contract by 2 million dollars.

David A. Mineau  LEED GA
Sr. Project Manager
Jersen Construction Group
6 Industry Drive
Waterford, New York 12188
Cell (518) 858-0786
(518) 233-0600  (518) 233-1215 fax
dmineau@jersen.com

Jersen
CONSTRUCTION GROUP

This electronic message transmission contains information from Jensen Construction Group and is confidential or privileged.
The information is intended to be for the sole use of the individual or entity named herein.
If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.
If you have received this electronic transmission in error, please notify us by telephone (518)233-0600 immediately and please then delete this electronic transmission.

Save Paper - Do you really need to print this e-mail?
AGREEMENT BETWEEN 
The County of Albany 
AND JERSEN CONSTRUCTION CORP., LLC 
FOR GENERAL CONSTRUCTION WORK 
ON THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT 

PURSUANT TO RES. NO. 312 FOR 2018, ADOPTED JULY 9, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the “County”) and Jersen Construction Corp., LLC, a New York limited liability company, with its principal place of business located at 6 Industry Drive, Waterford, New York 12188 (hereinafter called the “Contractor” and, together with the County, may be referred to herein as the “[p]arties”).

WITNESSETH:

WHEREAS, the County has a need for general construction work related to the Albany County Nursing Home Renovation Project (hereinafter called the “NH Renovation Project” or “[P]roject”); and

WHEREAS, the County has issued a request for bids for the aforesaid general construction work, said request having been denominated RFB #2018-033 (hereinafter called the “RFB”), and the RFB having been issued by the Albany County Purchasing Division (hereinafter called the “Purchasing Division”) on March 9, 2018, and published on March 15, 2018; and

WHEREAS, the Purchasing Division has issued ten (10) addenda to the RFB, the first on March 20, 2018 (hereinafter called the “Addendum #1”), the second on March 21, 2018 (hereinafter called the “Addendum #2”), the third on March 29, 2018 (hereinafter called the “Addendum #3”), the fourth on March 29, 2018 (hereinafter called the “Addendum #4”), the fifth on April 5, 2018 (hereinafter called the “Addendum #5”), the sixth on April 19, 2018 (hereinafter called the “Addendum #6”), the seventh on April 20, 2018 (hereinafter called the “Addendum #7”), the eighth on April 26, 2018 (hereinafter called the “Addendum #8”), the ninth on May 1, 2018 (hereinafter called the “Addendum #9”), and the tenth on May 1, 2018 (hereinafter called the “Addendum #10,” and, collectively with Addendum #1 through Addendum #9, may be referred to as the “Addenda” herein); and

WHEREAS, the Contractor has submitted a bid on May 3, 2018 to provide the aforesaid general construction work (hereinafter called the “Bid”); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction work as the lowest responsible bidder; and
WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid general construction work by Resolution No. 312 for 2018, adopted July 9, 2018; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, including the Drawings, Plans and Specifications, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #10; 3) the Addendum #9; 4) the Addendum #8; 5) the Addendum #7; 6) the Addendum #6; 7) the Addendum #5; 8) the Addendum #4; 9) the Addendum #3; 10) the Addendum #2; 11) the Addendum #1; 12) the RFB, including the Drawings, Plans and Specifications; 13) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction work, and meet all of the requirements and provisions, described in the RFB, including, but not limited to, that described in the Project Specifications, consistent with the Addenda, and as requested by the County (hereinafter called the "work"). The work, includes, but is not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work, and, in addition, as requested by the County;

2.1.2 Coordinating with Angerame Architects, P.C., the County’s architectural and engineering consultant regarding the scope of services (hereinafter called the “Engineer”), Gilbane Building Company, the County’s construction management services consultant regarding the scope of services, and the administration at the Albany County Nursing Home, said coordination to occur before, during and after performing the work;

2.1.3 Following the County’s interpretation of the plans, specifications, terms and conditions, said interpretation being final and binding upon the Contractor;
2.1.4 If the Owner elects to proceed on the basis of a described alternate, making all modifications to the work required in furnishing and installing the selected alternative, at no additional cost to the Owner other than as proposed in the Bid;

2.1.5 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION; and

2.1.6 Following all programs and standards of the United States Department of Health and Human Services, the United States Centers for Medicare and Medicaid Services (CMS) and the New York State Department of Health (DOH), consistent with the registrations the Nursing Home has and maintains.

2.2 In addition to what is described in paragraph 2.1 above, the Contractor shall:

2.2.1 Start work immediately after receipt of a Notice to Proceed;

2.2.2 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely manner;

2.2.3 Limit use of premises to work in areas indicated and not disturb portions of the Project site beyond areas in which the work is indicated;

2.2.4 Maintaining a safe environment for residents, staff and visitors, which shall include, but not be limited to, following the New York State Public Employee Safety and Health (PESH) program and standards, and protecting adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.5 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with Owner and public’s day-to-day operations;

2.2.6 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from Owner or the Construction Manager; and

2.2.7 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
2.3 As it relates to Project Administration, the parties, including the Engineer, shall use the following, or similar, American Institute of Architects (AIA) documents:

AIA Document G702 – 2009 Application and Certificate for Payment – together with County of Albany Claim Form;
AIA Document G703 – 1992 Continuation Sheet;
AIA Document G706 – 1994 Contractor's Affidavit of Payment of Debts and Claims;
AIA Document G707 – 1994 Consent of Surety to Final Payment;
AIA Document G710 - 1992 Architect's Supplemental Instructions;
AIA Document G714 – 1992 Construction Change Directive; and

2.4 The Contractor shall obtain necessary permits from Albany County Department of Code Enforcement, no permit fee required.

2.5 The Contractor shall not perform any work beyond that set forth or described in the RFB and Addenda (hereinafter called "extra work") unless it has obtained prior written approval from the Engineer, in accordance with the procedure described in Article 28, below.

2.6 The Contractor warrants the labor and materials it provides in accordance with that described in the RFB, consistent with the conditions stated therein or stated in the Addenda, and shall provide the manufacturers' warranties described in the RFB. The warranty period begins to run from the date of substantial completion, as determined by the County.

2.7 The quality of service the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the responsibility for following all Drawings and Plans, meeting all Project Specifications or performing the work in a safe manner.

2.8 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($69,400,000.00), as full compensation for all labor, materials, equipment, supplies and services rendered under this Agreement, said dollar amount being equal to the Lump Sum Base Bid in the amount of SIXTY FIVE MILLION NINE HUNDRED THOUSAND AND 00/100
DOLLARS ($65,900,000.00), plus a contingency allowance in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($3,500,000.00).

3.2 The parties agree that the compensation dollar amounts described in Paragraph 3.1 shall be adjusted to reflect any and all alternate work that the County selects, and the Contractor performs, and that said adjustments shall be based on the deduct alternate amounts contained in the Bid.

3.3 The dollar amounts and pricing contained in the Bid, including the unit prices, shall remain in effect for the term of the Agreement, including any extensions.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor’s submission to the Construction Manager of all properly executed forms, including an Albany County Claim Form, plus all supporting documentation required by the RFB or Addenda, subject to the Engineer’s and Construction Manager’s review and approval. Supporting documentation shall include, but not be limited to, the following: invoices which are broken down by schedule of values and allocated to the appropriate bond.

4.2 Upon approval by the County, and in accordance with the provisions of this Article, the County shall promptly pay Claim Forms/Applications for Payment less an amount necessary to satisfy any claims, liens or judgments against Contractor that have not been suitably discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

4.3 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project and which previously have been approved by the County for such payment.

4.4 No Estimate on Contractor’s Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, remains in noncompliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue in effect through completion of the work as determined by the County.
ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor’s right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall inform the Construction Manager, the Engineer and the County of all subcontractors it intends to use on the Project. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end that work may proceed expeditiously and economically.
ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

12.1 The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

12.2 The Contractor shall defend, indemnify and save harmless Gilbane Building Company, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW; DISPUTE RESOLUTION

14.1 The laws of the State of New York shall govern this Agreement. The designated venue is Supreme Court, Albany County, New York.
14.2 The parties agree that the Engineer has unlimited discretion to decide any and all questions related to the work required to be provided by the Contractor under this Agreement, and payments required to be made to the Contractor by the County for said work, and that the Engineer's decision shall be binding on all parties.

14.3 The parties also agree that the County has unlimited discretion to determine any and all questions related to additional compensation for extra work as decided by the Engineer, and that the County's determination shall be binding on all parties.

14.3 The parties further agree that judicial review of any decision by the Engineer regarding work or payments, or any determination by the County regarding additional compensation, is limited to the commencement of a lawsuit within 21 days of the Engineer's decision, filed in Supreme Court, Albany County, New York, and subject to the procedures and laws applicable in that court.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE; BONDS

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

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

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers’ Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers’ Compensation Law and of Schedule A of this Agreement.

16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County with a performance bond and a payment bond, each in the amount of SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($69,400,000.00), prior to commencing any work described in this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day’s work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a].

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

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

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.
ARTICLE 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

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

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007, and any Best Management Practices developed pursuant to the foregoing, as established in Albany County’s Stormwater Management Program Plan. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and understands that any non-compliance by the County will not diminish, eliminate or lessen the Contractor’s own liability.
25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County’s Stormwater Management Program Plan prior to commencing any work described in this Agreement.

ARTICLE 26. APPRENTICESHIP TRAINING REQUIREMENTS

26.1 Due to its prime contractor role on the Project, an Albany County construction project totaling more than $250,000, Albany County Res. No. 70 for February 10, 2003 and Res. No. 251-a for September 12, 2011 (hereinafter called the “Apprenticeship Resolutions”) required the Contractor to provide, at the time of submitting the Bid, documentation of its participation in an apprenticeship training program(s) approved by the NYS Department of Labor for all work it intends to self-perform. The parties agree that the Contractor provided said apprenticeship documentation regarding work the Contractor intends to self-perform.

26.2 In addition to the apprenticeship requirements for prime contractors, because the Apprenticeship Resolutions would also require all subcontractors, if any, the Contractor uses on the Project to have apprenticeship training programs approved by the NYS Department of Labor, in the event the Contractor uses one or more subcontractors to perform work on the Sixth Floor Renovation Project, the Contractor shall only use subcontractors that have apprenticeship training programs approved by the NYS Department of Labor (hereinafter called the “apprenticeship subcontractors”).

26.3 Any failure by the Contractor to uphold the apprenticeship training requirements required by the Apprenticeship Resolutions, including, but not limited to, using subcontractors to perform work on the Project who do not have apprenticeship training programs approved by the NYS Department of Labor, shall constitute a default under this Agreement and shall result in the County finding the Contractor to be a non-responsible contractor for purposes of future bidding under N.Y. General Municipal Law.

ARTICLE 27. NO DAMAGES FOR DELAY

27.1 Time is of the essence with this Agreement. The Contractor shall meet all completion dates for the Project, as set by the County and/or Gilbane Building Company.

27.2 The County shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the work, the amount of which shall be subject to the Dispute Resolution procedure described in Article 14, above. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the County or any consultant engineer, including scheduling and coordination of the work; the preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, by the County or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor
agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE COUNTY BASED ON ANY REASON AND THAT THE CONTRACTOR’S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 28. EXTRA WORK

28.1 If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County, in writing, of that opinion. Such notice shall be given prior to performing such work that allegedly entitles the Contractor to additional compensation and no later than seven (7) days from when the Contractor knew or should have known of its claim for additional compensation. This notice is in addition to any other notice required under the Contract Documents. In the event that such written notice is not timely given by the Contractor, the Contractor shall not be entitled to any additional compensation for such work.

28.2 The Engineer, after consultation with the Construction Manager, shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the Engineer decides such work does constitute extra work, the County shall provide additional compensation to the Contractor on a negotiated basis, as determined by the County. Any decision by the Engineer regarding extra work, and any determination by the County regarding additional compensation, shall be binding on the parties.

28.3 The parties agree that any disputes regarding claims for extra work and/or additional compensation for extra work, shall be resolved solely by the Dispute Resolution procedure described in Article 14, above.

ARTICLE 29. SUBCONTRACTORS

Any subcontractor of the Contractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 30. MISCELLANEOUS PROVISIONS

30.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), the Project Labor Agreement (per its Letter of Assent) and all other policies and procedures contained in the RFB.

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

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

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

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

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

THIS SPACE LEFT BLANK INTENTIONALLY.

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

COUNTY OF ALBANY

DATED: 12/31/10

BY: [Signature]
Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

JERSEN CONSTRUCTION CORP., LLC

DATED: 7/30/18

BY: [Signature]
Name: DAVID MUSCHIO
Sr. Project Manager
Title:
STATE OF NEW YORK )
COUNTY OF ALBANY ) SS.:

On the ___ day of __________, 2018, before me, the undersigned,
personally appeared Daniel P. McCoy personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by
his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 31st day of July, 2018, before me, the undersigned,
personally appeared Philip Calderone personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by
his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 30th day of July, 2018, before me, the undersigned,
personally appeared Jeanne M. Wink in person known to me or
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on
the instrument, the individual(s), or the person upon behalf of which the individual(s)
acted, executed the instrument.

NOTARY PUBLIC
1. Workers’ Compensation and Employers’ Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:
   
i. Commercial General Liability:
      
      $4,000,000 General Aggregate Limit (other than products-completed operations);
      $4,000,000 Products-Completed Operations Aggregate Limit;
      $2,000,000 Personal and Advertising Liability;
      $2,000,000 Each Occurrence Limit;
      $1,000,000 Fire Legal Liability;
      $10,000 Medical Expense Limit (each person);
      $1,000,000 Employee Benefit Liability;

   ii. Excess Umbrella Liability:
      
      $5,000,000 Per Occurrence;
      $5,000,000 Annual Aggregate.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the N.Y. Disability Benefits Law (DBL).
# Certificate of Insurance Coverage

## Part 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Legal Name &amp; Address of Insured (use street address only)</td>
<td>JERSEN CONSTRUCTION GROUP, LLC</td>
</tr>
<tr>
<td></td>
<td>6 INDUSTRY DRIVE</td>
</tr>
<tr>
<td></td>
<td>WATERFORD, NY 12188</td>
</tr>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</td>
<td></td>
</tr>
<tr>
<td>1b. Business Telephone Number of Insured</td>
<td>5182330600</td>
</tr>
<tr>
<td>1c. Federal Employer Identification Number of Insured or Social Security Number</td>
<td>26-1479465</td>
</tr>
<tr>
<td>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</td>
<td>ALBANY COUNTY OFFICE BUILDING</td>
</tr>
<tr>
<td></td>
<td>112 STATE STREET</td>
</tr>
<tr>
<td></td>
<td>ALBANY, NY 12207-2021</td>
</tr>
<tr>
<td>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</td>
<td>R14841-000</td>
</tr>
<tr>
<td>3c. Policy effective period</td>
<td>1/1/2016 to 7/29/2019</td>
</tr>
</tbody>
</table>

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed: 7/30/2018

Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier:

Bobi J. Jhompil

Telephone Number: (212) 355-4141

Name and Title: SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 6200, Binghamton, NY 13902-6200.

## Part 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: ____________________________

Signature of Authorized NYS Workers' Compensation Board employee:

Telephone Number: ____________________________

Name and Title: ____________________________

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)
Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers’ Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8
(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designated Additional Insured(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by written contract &amp; provided by the &quot;Controlling Underlying Insurance&quot;.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. Insuring Agreement of Section I - Coverages.

B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in Section II - Limits Of Insurance.

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. Other Insurance under Section III - Conditions is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2) The total of all deductible and self-insured amounts under all that other insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s):
As required by written contract & provided by the "Controlling Underlying Insurance".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. Insuring Agreement of Section I - Coverages.

B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in Section II - Limits Of Insurance.

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. Other Insurance under Section III - Conditions is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the Insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.
COMMERCIAL EXCESS LIABILITY
CXE NY 11 30 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s):
As required by written contract & provided by the "Controlling Underlying Insurance".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. Insuring Agreement of Section I - Coverages.

B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in Section II - Limits Of Insurance.

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. Other Insurance under Section III - Conditions is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2) The total of all deductible and self-insured amounts under all that other insurance.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2017 forms a part of

policy No. CA 454-47-50 issued to JERSEN CONSTRUCTION GROUP, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided through this endorsement will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or
Countersignature (in States Where Applicable)

94199 (3/07)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
AS REQUIRED PER WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO YOU, RELATING TO PREMISES.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
This endorsement changes the policy. Please read it carefully.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>LIMITS OF INSURANCE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000,000 Each Occurrence Limit</td>
</tr>
<tr>
<td>$5,000,000 Aggregate Limit</td>
</tr>
</tbody>
</table>

EXCESS LIABILITY COVERAGE FORM, XS101, is amended as follows:

A. SECTION II - LIMITS OF INSURANCE is amended to add the following:

6. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in SECTION II - LIMITS OF INSURANCE of the Coverage Part to which this endorsement is attached:

   We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

   a. The Limits of Insurance stated in the Schedule of this endorsement; or
   
   b. The limits of insurance required in a written contract or agreement on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
   
   c. The Limits of Insurance available after the payment of "loss" on any "insured's" behalf from any claim or suit.

   This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION III - CONDITIONS is amended as follows:

1. Condition 9, Other Insurance is amended to add the following:

   It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

14. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or suit, including a demand for defense and indemnity, to any other insurer who had coverage for the claim or suit under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

   This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

9. "Non-contributory additional insured" means any person or organization being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract or agreement between an additional insured and you provided:

   a. The written contract or agreement is executed before the incident resulting in injury or damage for which cover-
age is being sought under this endorsement; and

b. The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".

10. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured "loss" on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.
# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersen Construction Group LLC</td>
<td>(518) 233-0600</td>
</tr>
<tr>
<td>6 Industry Drive</td>
<td></td>
</tr>
<tr>
<td>Waterford, NY 12188</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1c. NYS Unemployment Insurance Employer Registration Number of Insured</th>
<th>1d. Federal Employer Identification Number of Insured or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>46-951481</td>
<td>25-1479465</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage</th>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Entity Being Listed as the Certificate Holder)</td>
<td>New Hampshire Insurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County of Albany</th>
<th>3b. Policy Number of Entity Listed in Box &quot;1a&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Office Building</td>
<td>WC 22288971</td>
</tr>
<tr>
<td>112 State Street</td>
<td></td>
</tr>
<tr>
<td>Albany, NY 12207-2021</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3c. Policy Effective Period</th>
<th>3d. The Proprietor, Partners or Executive Officers are</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/2017 - 9/1/2018</td>
<td>☑ Included. (Only check box if all partners/officers included)</td>
</tr>
<tr>
<td></td>
<td>☐ all excluded or certain partners/officers excluded</td>
</tr>
</tbody>
</table>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days if a policy is cancelled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Laurie A. Teller, AAI
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Laurie Teller
(Signature) 7/30/18
(Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov
Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.
August 8, 2019

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests adjustments to its 2019 budget. It has been determined that expense lines have been underfunded and need to be adjusted so there are sufficient funds for these budget lines through the 2019 budget year (see attachment). These expense lines will be funded by decreasing budgeted staffing positions and the temporary help expense line. The total amount of these adjustments is $1,164,817.00.

We respectfully request permission to implement this budget adjustment. Thank you for your cooperation.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Shaker Place Rehabilitation and Nursing Center 2019 Budget Adjustments

Date: August 8, 2019
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry I. Slatky
Attending Meeting:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☒ Equipment
☐ Fringe
☒ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
 Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address): Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: See Attachment
Appropriation Amount: $1,164,817.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100
Local: Click or tap here to enter text.

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
A review of the 2019 Budget has determined that adjustments had to be implemented to expenditure budget lines so they are properly funded through the 2019 budget year. These expenditures will be funded by reductions of budgeted staff salary lines and the temporary help line (NH6020 19970). See attachment
### Appropriations

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**Total Appropriations**  
$1,164,817  $1,164,817

### Estimated Revenues

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<th>Decrease</th>
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<td><strong>Grand Totals</strong></td>
<td>$1,164,817</td>
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</table>
August 2, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to rescind the transfer of 47 Mapleridge Avenue in the City of Albany to the Albany County Land Bank Corporation pursuant to Resolution No. 260 of 2017 and in accordance with ABL Resolution No. 29 of 2019, authorization is also requested to convey this tax foreclosed property for economic development.

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

Sincerely Yours,

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization is requested to rescind the authorization to transfer 47 Mapleridge Avenue (Tax Map No. 75.67-2-44) located in the City of Albany to the Albany County Land Bank Corporation per resolution No. 260 of 2017 and authorize the conveyance of this tax foreclosed property.

Date: August 2, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☐
If Mandated Cite Authority:
Click or tap here to enter text.
Justification: (state briefly why legislative action is requested)

Requesting legislative action to rescind authorization of the sale transfer of 47 Mapleridge Avenue (Tax Map No. 75.67-2-44) located in the City of Albany per resolution No. 260 of 2017 to the Albany County Land Bank Corporation and authorize the conveyance of this tax foreclosed property to Shaquana Terrell, 583 Delaware Ave, Albany, NY 12209 for the appraised value of $5,500 (see attached appraisal summary). Ms. Terrell has indicated that she will rehabilitate this extremely deteriorated property which will add to the economic growth of this neighborhood. This sale is in accordance with resolution No 29 of 2019, “Properties which will be discretionarily conveyed by the County to individuals or entities for economic development purposes” “The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability”
Dear Daniel McCoy

My name is Shaquana Terrell I currently reside in Watervliet NY but mother lives at 583 Delaware ave. For the past 4-5 years, I have been interested in the property located at 47 maple ridge ave. At first it was occupied and then I noticed it was unoccupied, it always saddened me to see how unkempt such a beautiful house has been. At the end of 2016 the owner was removed from the home because it wasn’t safe to live in as well as the neighbors complaining of a horrible smell. It seems that she had many cats that lived inside of the property and were not cared for. There also were animals that were chewing at the home and living within the walls. Once I noticed the X placed on the home that tells emergency personal that the home is empty and not safe I got excited and called both the county and the Albany landbank periodically to see when the home would be available for sale.

Albany is one of the nation’s oldest cities and has had many roles in its history, but Albany struggles with a continued population and economic decline. Revitalized homes will help businesses and residences in a pedestrian-friendly environment and encourage the residents to remain in the neighborhood and may encourage the relocation of others into the neighborhood. Currently there are more than 1,444 vacant homes in Albany, 40% of those homes are considered zombie properties which means that they have not yet been registered as vacant and pay no taxes. These properties have been abandoned for 5,10,15, 20 years or more are sitting in winters, exposed to the elements and this is taking a toll on them. Everyday a property isn't maintained, it takes that much more to restore them, and the maintenance or demolition of vacant properties is a huge expense to Albany County. Some of these homes have good bones but to restore them would cost more than the property is worth, and the city is forced to
demolish them. This is the case for 47 Maple ridge. In 2008 the home was accessed at 145,000, in the current condition and the amount of work that needs to be done will cost me between 150,000 to 200,000. I would like to make an offer of $5500.

My plan for this property is to bring it back to its glory and raise a family in it. I have no intention of ever renting or selling this property. I plan to make it my forever home and although in the state of blink and decay holds everything I've always wanted in a home. I plan to put a swing on the front porch where me and my family can relax at on warm night, a backyard my dog can run and play in as well as the children I hope to have to play in and be safe, I've always wanted fruit bushes and with the amount of land I can have my black berry bushes, as well as a little cherry tree. Although this house will be a major rehab I can see nothing but possibilities and the state that it's in also allows to rehab to included everything I would need.

In conclusion let's turn this liability into an asset that will both increase the property value of surrounding homes, decrease the probability of fire and crime, and put a vacant home back on the tax roll.

Yours truly,
Shaquana S Terrell
583 Delaware Ave
Albany, NY 12209
July 15, 2019

Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Re: Residential Land with Improvements located at 47 Mapleridge Avenue, Albany, New York

Dear Mr. DiLella:

At your request, Alvey & DiMura, Inc. has prepared an appraisal report of the above-referenced property. The client and intended user of this report is Albany County. The intended use of the report is internal planning.

The subject property consists of a 0.20-acre or 8,712 square foot site situated along the south side of Mapleridge Avenue within the city and county of Albany, New York. The site is rectangular in shape with 62.46 feet fronting Mapleridge Avenue, and is improved with an older single family dwelling. It is my opinion that the improvements be demolished, because of its poor condition, and the parcel developed to its highest and best use. The physical and economic characteristics of the subject property are more fully described within the enclosed report.

The report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics as promulgated by the Appraisal Institute. The report conforms to the requirements of the Financial Institutions Reform, Recovery, Enforcement Act of 1989 (FIRREA), Title XI Regulations. The data and calculations leading to the market value conclusion are incorporated in the accompanying report following this letter. The report, including all assumptions and limiting conditions, is an integral part of and is inseparable from this letter.

Based upon the analyses contained within the following report, the market value is concluded as follows:

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<th>VALUE PREMISE</th>
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<th>CONCLUSION</th>
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Respectfully Submitted,

Michael R. DiMura, MAI
General Certified Appraiser
NYS License # 46-6406
PARCEL: 07506700020440000000
LOCATION: 47 MAPLERIDGE AVE

OWNER:
TURNER JEAN V
47 MAPLERIDGE AVE
ALBANY NY 12209

STATUS:
SQUARE FEET: 0
LAND VALUATION: 50,000
BUILDING VALUATION: 0
EXEMPTIONS: 0
TAXABLE VALUATION: 50,000
INTEREST PER DIEM 37,884.70

LEGAL DESCRIPTION:

DEED DATE: 07/30/2019
INTEREST DATE: 07/30/2019

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| 2017 | RE-1 | 7531 | ALBANY PRO | 725.82  | 725.82   | 239.52  | 965.34    |
|      |      |      | 5 PERCENT  | 48.43   | 48.43    | .00     | 48.43     |
|      |      |      | ALBANY WAT | 242.79  | 242.79   | 80.12   | 322.91    |
|      |      |      | MAILING CH | 1.00    | 1.00     | .00     | 1.00      |
|      |      |      |             | 1,018.04 | 1,018.04 | 319.64  | 1,337.68  |

| 2016 | RE-E | 3582 | ALBANY SCH | 1,118.39 | 1,118.39 | 402.62  | 1,521.01  |
|      |      |      | 5% PERCENT | 55.92   | 55.92    | .00     | 55.92     |
|      |      |      | MAILING CH | 1.00    | 1.00     | .00     | 1.00      |
|      |      |      |             | 1,175.31 | 1,175.31 | 402.62  | 1,577.93  |

<p>| 2016 | RE-1 | 70217| ALBANY PRO | 2,093.92 | 2,093.92 | 942.26  | 3,036.18  |
|      |      |      | 5 PERCENT  | 117.94  | 117.94   | .00     | 117.94    |
|      |      |      | ALBANY WAT | 264.92  | 264.92   | 119.21  | 384.13    |
|      |      |      | MAILING CH | 1.00    | 1.00     | .00     | 1.00      |</p>
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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.
LEGAL NOTICE

In accordance with Albany County Legislative Resolution No. 29 of 2019 which states notice shall be given for any property that will be considered for transfer by the Albany County Legislature for economic development purposes, pursuant to said resolution, notice is hereby given that property located in the City of Albany, 47 Maple Senior Park, tax map No. 75-67-2-44 will be given consideration by the Albany County Legislature for transfer.

ALBANY COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET

Dated: May 11, 2019
Albany, New York
EV 5/6, 5/16/19
August 16, 2019

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

Dear Chairman Joyce:

Legislative Authorization is needed to convey 3 tax foreclosed properties requested by the Town of Colonie located within the town for “Open Space” purposes.

This type of conveyance is allowed pursuant to the Albany County Disposition Plan which states “Properties which will be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose”.

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

Sincerely Yours,

[Signature]

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Maurello, Minority Leader  
Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorize the Conveyance of Properties located in Town of Colonie 4097, 4099 and 4101 River Road to the Town of Colonie for Open Space purposes

Date: August 14, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony Di Lella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):  Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:  Yes ☐ No ☑
If Mandated Cite Authority:  Click or tap here to enter text.

Is there a Fiscal Impact:  Yes ☑ No ☐
Anticipated in Current Budget:  Yes ☑ No ☐
File #: TMP-1075, Version: 1

County Budget Accounts:
Revenue Account and Line: A1310 01051
Revenue Amount: 20,902.74

Appropriation Account and Line: 
Appropriation Amount: 

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

Term
Term: (Start and end date) 
Length of Contract: 

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain:

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

Justification: (state briefly why legislative action is requested)
Legislative authorization is requested to convey 3 tax foreclosed properties located in the Town of Colonie 4099 River Road (Map No.8.3-1-8.4) 4097 River Road (Map No. 8.3-1-8.3) and 4101 River Road (Map No. 8.3-1-8.5) to the Town of Colonie for open space purposes. The Town of Colonie has offered $20,902.74 which represents the full amount of taxes and fees the County has invested in these properties. This sale is pursuant to the Albany County Disposition Plan which allows for “Properties which will be discretional conveyed by the County to other municipal corporations for use for a governmental purpose for an amount which reflects the benefit to the community stemming from the proposed use of the property”
August 13, 2019

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

Mr. Michael McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 1200
Albany, NY 12207

Dear County Executive:

The correspondence is in response to recent conversations with your office regarding the acquisition of three parcels within the Town of Colonie. It has come to our attention that the following parcels listed have been foreclosed on and are owned by the County. The parcels are:

- 4097 River Road Tax Parcel 8.3-1-8.3
- 4099 River Road Tax Parcel 8.3-1-8.4
- 4101 River Road Tax Parcel 8.3-1-8.5

The Town of Colonie has interest in their acquisition in the amount of $20,902.74, which represents the back tax amount that the County has already paid to the Town. We would like to exercise the rights to acquire once the Albany County Legislatures acts upon an appropriate resolution for the Town obtain these parcels. This would allow the Town to place these three parcels into our Open Space Inventory.

Please advise as to the next steps needed for such acquisition.

Regards,

Joseph LaCivita, Director

cc: Supervisor Paula A. Mahan
    Jack Cunningham, Department of Public Works
    Michael Magguilli, Town Attorney
    Christopher Kelsey, Town Comptroller
I have reviewed the list of foreclosed parcels that you provided for the purpose of assessing potential preservation value in accordance with Resolution 280 of 1992 and the 2019 Disposition Plan for Property Acquired by Albany County through "In Rem" Delinquent Tax Lien Foreclosure Process.

Following this review, it is my finding that none of the parcels in question demonstrate sufficient preservation value to warrant being withheld for conservation purposes. However, two parcels were found to have sensitive environmental features and potential utility to provide environmental protection and public safety.

Parcels 8.3-1-8.5, 8.3-1-8.4, 8.3-1-8.3, River Rd. Town of Colonie – These parcels are in the flood zone of the Mohawk River and adjacent to the Mohawk Hudson Bike Hike Trail and NYS Canal Corp lands. They are also mapped by the Federal Wetlands Inventory as containing freshwater emergent wetland. For these reasons, the Town of Colonie may be interested in acquiring these parcels for conservation or as part of their stream corridor protection program, or bike trail buffer area.

In addition, the parcels are in line with the Albany County Airport Runway Protection Zone. The purpose of this zone is to eliminate structures and infrastructure in the airport runway zones. The Airport Authority has purchased several other properties in this area as part of the RPZ. They also may be interested in acquisition of these parcels for the RPZ which would serve to conserve them as open space and protect the wetlands and flood zone on the parcels.

Parcel 27.20-1-52, Parkway Dr. Town of Guilderland is an undevelopable drainage area. Four of Guilderland’s stormwater outfalls discharge into this small ravine that feeds into the Hunger Kill. Conveyance to the Town of Guilderland for stormwater management and stream protection should be considered. The Stormwater Control Officer at Town of Guilderland is Ken (Buddy) D’Arpino darpinok@togny.org

If you have any questions about the comments above, please feel free to call or email.

-Laura
Please consider the environment before printing this email.

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.

From: DiLella, Anthony <Anthony.DiLella@albanycountyny.gov>
Sent: Thursday, July 18, 2019 8:24 AM
To: DeGaetano, Laura <Laura.DeGaetano@albanycountyny.gov>
Cc: McLaughlin, Michael <Michael.McLaughlin@albanycountyny.gov>
Subject: Foreclosed Properties

Laura,

Per our conversation.

Newly foreclosed properties for review.

Anthony DiLella
Property Manager
Albany County Finance Division
112 State St Room 600
Tel# 518-447-7110
Anthony.DiLella@albanycountyny.gov
<table>
<thead>
<tr>
<th>Reference Date</th>
<th>Type</th>
<th>Reference</th>
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### County Properties - Munis [COUNTY OF ALBANY]

#### Parcel Information
- **Parcel Number:** 006000000000000000
- **Use Description:** T - TAX DED
- **Status:** Active
- **Status Reason:**
- **School District:** 012669
- **Use Expiration Date:** 10/31/2021
- **Foreclosure Date:** 06/05/2019
- **County Assessment:** 417,990
- **Owner:** INN ASSOCIATES
- **Assessed Owner:** 408 W RIVER RD

#### County Property Detail

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https://municapp.albanycounty.com/GasADProd/wa/r/mugwc/annycpmn

8/14/2019
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July 8, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to convey tax foreclosed properties located in certain towns to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 “Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation"

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

Sincerely Yours,

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorize the conveyance of tax foreclosed properties located in certain Towns to The Albany County Land Bank Corporation

Date: July 8, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

Amount/Rate Schedule/Fee:
Scope of Services:
Click or tap here to enter text.
Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
If Mandated Cite Authority:
Yes ☐ No ☐
Click or tap here to enter text.

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

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

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

Source of Funding – (Percentages)
  Federal: Click or tap here to enter text.
  State: Click or tap here to enter text.
  County: Click or tap here to enter text.
  Local: Click or tap here to enter text.

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

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

Previous requests for Identical or Similar Action:
  Resolution/Law Number: 250
  Date of Adoption: June 10, 2019

Justification: (state briefly why legislative action is requested)
Authorization is requested to convey tax foreclosed properties to The Albany County Land Bank Corporation located in the following towns, Berne 1 property, Bethlehem 4 properties, Coeymans 3 properties, Colonie 6 properties, Guilderland 2 properties, Knox 2 properties, New Scotland 5 properties, Rensselaerville 2 properties. This is pursuant to Resolution No. 29 of 2019 “Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation
<table>
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<tr>
<th>Town of Bethlehem</th>
<th>Street Name</th>
<th>Property Type</th>
<th>Assessed Value</th>
<th>Tax Map</th>
<th>Municipalities</th>
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<td>83 Ave</td>
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<td>311 Residential Vacant Land</td>
<td>Brookview Dr</td>
<td>2018-2019</td>
<td>$1,795,200.00</td>
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<tr>
<td>210 Family Residence</td>
<td>Whipple Way</td>
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<td>$5,000.00</td>
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Total of 2 Properties

Town of Guilderland
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**Total of 2 Properties**

Town of Rensselaerville

2966 39-2-9

Assessed Value: 68,200.00

Market Value: 97,200.00
August 5, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to convey 93 tax foreclosed properties located in the City of Albany to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 “Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation"

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

Sincerely Yours,

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorize the conveyance of tax foreclosed property located in the City of Albany to the Albany County Land Bank Corporation

Date: July 8, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☐

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

Is there a Fiscal Impact:
Yes ☐ No ☐

Anticipated in Current Budget:
Yes ☐ No ☐
### County Budget Accounts:

- **Revenue Account and Line:**
- **Revenue Amount:**
- **Appropriation Account and Line:**
- **Appropriation Amount:**

### Source of Funding - (Percentages)

- **Federal:**
- **State:**
- **County:**
- **Local:**

### Term

- **Term: (Start and end date):**
- **Length of Contract:**

### Impact on Pending Litigation

- **Yes ☐ No ☐**
- **If yes, explain:**

### Previous requests for Identical or Similar Action:

- **Resolution/Law Number:** 250
- **Date of Adoption:** June 19, 2019

### Justification:

(State briefly why legislative action is requested)

Authorization is requested to convey 86 tax foreclosed properties located in the City of Albany to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 "Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation."
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<th>Municipality</th>
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## City of Albany

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## City of Albany

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**TOTAL OF 93 PROPERTIES**
August 5, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to convey tax foreclosed properties located in the City of Cohoes to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 “Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation”

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

Sincerely Yours,

Shawn A. Thelen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorize the conveyance of tax foreclosed properties located in the City of Cohoes to The Albany County Land Bank Corporation

Date: July 8, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☐ Professional Services
- ☐ Education/Training
- ☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
  Click or tap here to enter text.

Additional Parties (NamesAddresses):
  Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
  Yes ☐ No ☐

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

Is there a Fiscal Impact:
  Yes ☐ No ☐

Anticipated in Current Budget:
  Yes ☐ No ☐
Justification: (state briefly why legislative action is requested)
Authorization is requested to convey 5 tax foreclosed properties located in the City of Cohoes to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 "Properties will be discretional conveyed by the County of Albany to The Albany County Land Bank Corporation."
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Total of 5 Properties
23
August 5, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to convey tax foreclosed properties located in the City of Watervliet to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 “Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation

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

Sincerely Yours,

Shawn A. Theelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorize the conveyance of tax foreclosed properties located in the City of Watervliet to The Albany County Land Bank Corporation

Date: July 8, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
Concerning Contract Authorizations

Type of Contract:
- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - Choose an item.
  - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Concerning Contract Terms/Conditions:

Party (Name/address):
  Click or tap here to enter text.

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

Amount/Raise Schedule/fee:
Scope of Services:
  Click or tap here to enter text.

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

Concerning All Requests

Mandated Program/Service:
  Yes □ No □
If Mandated Cite Authority:
  Click or tap here to enter text.

Is there a Fiscal Impact:
  Yes □ No □
Anticipated in Current Budget:
  Yes □ No □
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

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

Impact on Pending Litigation
Yes □ No □

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 250
Date of Adoption: June 10, 2019

Justification: (state briefly why legislative action is requested)
Authorization is requested to convey 5 tax foreclosed properties located in the City of Watervliet to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019 "Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation"
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<td>City of Waterloo</td>
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August 1, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax foreclosed property located in the Town of Bethlehem known as Van Wies Point Road tax map No. 110.2-1-3.2 to the widow and surviving children of the deceased former owner Mathai Kolath George.

The amount of $106,985.04 which represents the full amount of taxes and interest accrued on the property has been placed on deposit.

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

Sincerely Yours,

Shawn A. Theilen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Requested transfer of tax foreclosed property located in the Town of Bethlehem known as Van Wies Point Road tax map No. 110.2-1-3.2 to the widow and four surviving children of the deceased former immediate owner Mathai Kolath George

Date: August 5, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☐

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

Is there a Fiscal Impact:
Yes ☐ No ☐
Justification: (state briefly why legislative action is requested)

Requesting legislative authorization to transfer tax foreclosed property located in the Town of Bethlehem known as Van Wies Point Road tax map No. 110.2-1-3.2 to the widow and four surviving children (as listed in request letter) of the deceased former owner Mathai Kolath George. The full amount of taxes and interest accrued on the property $106,985.04 has been placed on deposit by Ms. Annie Mathai Kolath, 708 Riverview Road, Rexford, NY 12148 widow of Mathai Kolath George. A review of this parcel (see attached by John Davis Albany County Tax Mapper) indicates that the majority of the property contains very challenging topography which include slopes, a pond, wetlands and no access to public roads. This sale shall require that all liens that were extinguished as a result of this foreclosure upon the recording of the deed shall be reinstated against this property.
To,
Mike McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 1200
Albany, NY 12207

Reference: Tax map ID # 110.2-1-3.20

Dated: 07-23-19

Dear Michael,

I truly appreciate the kindness of this county and its officials to the families. I am grateful to you for even considering to sell this property to us that is totally in your ownership for a while now. This parcel has more of an emotional value to my children and myself.

This was the place my husband always ran to with our children and myself on almost every weekend. We spent hours there talking, chatting, eating, laughing and getting connected to ourselves and to the nature, for many many years. This was the hiding spot for my husband and my boys. This is the place where my husband gave all the real life advice to my boys. This is where my husband taught us all how to swim. We have so many fun family stories that happened at this place, and so many memories still so alive even though our dear ones are not alive today.

It is unbearable for us today to think that we have no access at this property any longer, when my kids dreamed about building their homes there one day where they played with their brother and their dad. Their dad even showed them the spots, where they must build the home.

So yes, we are very much interested to buy this property from you, if you would allow us.

Even though the property is 29.4 acres, approximately 5 acres or less are of any use as there is hardly any road access, the property has a pond on it and the rear of the parcel is affected by wet lands.

Moreover, according to my husband Mathai K. George's Last and Final Will, he willed ½ of this property to his wife (myself) and the other ½ to his and my children (our children together). My son George Mathai Kolath Jr mentioned in the will is deceased.
Below are the names of my surviving children named in the will.

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<td>05/09/01</td>
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<td>Diana Kolath</td>
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<td>Victoria Kolath</td>
<td>05/05/05</td>
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Yours truly,

Annie Kolath  
708 Riverview Rd,  
Rexford, NY 12148
06/10/2019 12:24 | TEST DATABASE Jun 4 2019
| cmurray | Real Estate Tax Statement |

**PARCEL:** 11000200010030020000

**LOCATION:** VAN WIES POINT RD

**OWNER:** GEORGE MATHAI K
PO BOX 5759
ALBANY NY 12205

| STATUS: | TOTAL ACRES: 29.400 |
| DEFERRED ACRES: 0.000 |
| LAND VALUATION: 148,700 |
| BUILDING VALUATION: 0 |
| EXEMPTIONS: 0 |
| TAXABLE VALUATION: 148,700 |
| INTEREST PER DIEM 42,450.79 |

**LEGAL DESCRIPTION:**

**DEED DATE:**

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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.
**COUNTY OF ALBANY**
**DIVISION OF FINANCE**

**DEPOSIT TRANSMITTAL**
Division of Finance, Cash Receipts, 112 State Street, Suite 800, Albany, New York 12207
Office: (518) 447-7070, Fax: (518) 447-5516
PLEASE PRINT OR TYPE INFORMATION

**DEPARTMENT:** Management and Budget

**ADDRESS:** Room 1200 112 State Street

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|     |        |         |              |              |
|     |        |         |              |              |

**Total Number of Checks:** 1  
**Total Amount of Checks:** $106,985.04  
**Total Amount of Cash:** $0.00  
**Total Deposit:** $106,985.04

**VERIFIED BY:**

**DATE:**

**TITLE:**

**If Problems with Deposit, Contact:**

**Phone:**

---

**FOR OFFICE USE ONLY: DIVISION OF FINANCE**

**PAID RECEIPT STAMP**

**RECEIVED BY (Initial):**

Rev. 12-2007
Town of Bethlehem
Section of Tax Map 110.02

Parcel 10.02-1-3.2 is a 29.40 acre parcel located on Van Wies Point Road, owned by Mathla K. George, who acquired title to this parcel on February 12, 2003 for $247,500. The parcel has 28’ feet of frontage along Van Wies Pont Road. The parcel is assessed as vacant land and zoned Rural River Front. The minimum lot size for a lot out of this parcel is 5.0 acres. There may be other conditions contained the subdivision rules and regulations which might affect any development of this parcel,

The topography of this parcel is very challenging. From the 28’ frontage along Van Wies Pont Road headed west about 200’, to the top of the hill the slope ranges from 16%-20%.

The parcel also contains a pond of approximately 3± acres

The rear 20± acres of the parcel has some areas of challenging slopes; a portion of the rear 20 acres may be encumbered by unclassified wetlands; no access to public roads without acquiring an easement or purchasing adjacent lands.

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

John.Davis@AlbanyCounty.ny.gov
www.albanycounty.com

Please consider the environment before printing this email.

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SURROGATE'S COURT OF THE STATE OF NEW YORK
SARATOGA COUNTY

CERTIFICATE OF APPOINTMENT OF EXECUTOR(S)

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this Court, as follows:

Name of Decedent: Mathai K. George
aka: Mathai Kolath George

Date of Death: June 14, 2005

Domicile of Decedent: Clifton Park, NY, County of Saratoga

Fiduciary Appointed: Annie Mathai Kolath

Mailing Address: 708 River View Road, Rexford NY 12148

Type of Letters Issued: LETTERS TESTAMENTARY

Letters Issued On: November 16, 2009

Limitations: Pursuant to CPLR 707 and Uniform Rules for Surrogate's Court 207.36, no final compromise of any wrongful death or related action(s) or proceeding(s) shall be made, nor any attorney's fees taken relating to the wrongful death action, without prior application to the surrogate for leave to compromise said action(s) or proceeding(s) and obtaining an order from the surrogate approving said compromise and distribution of proceeds, if any.

and such Letters are unrevoked and in full force as of this date

Dated: November 16, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Saratoga County Surrogate's Court at Ballston Spa, New York.

WITNESS, Hon. Henry W. Selbert, Jr., Judge of the Saratoga County Surrogate's Court.

Debra D. Baker, Chief Clerk
Saratoga County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Saratoga County Surrogate's Court
I, MATHAI K. GEORGE, residing at 330 Grandview Avenue, Catskill, New York, 12414, being of sound mind and memory, do make, publish and declare this my Last Will and Testament, in manner following that is to say:

FIRST: I am married to ANNIE M. GEORGE by a SAHMOL M. GEORGE (my "Wife"), and together we have five children: MATHAI K. GEORGE, JR., THOMAS K. GEORGE, ALEXANDER K. GEORGE, DIANA K. GEORGE and VICTORIA K. GEORGE.

SECOND: I direct that my funeral and testamentary expenses and just debts be paid by my Executrix as soon as practicable after my death.

THIRD: I give, devise and bequeath all my property and estate, both real and personal and wherever situated as follows:

A. ONE-HALF (1/2) thereof to my wife, ANNIE M. GEORGE, if she survives, me, but if she should predecease me or die simultaneously with me or as a direct result of the same accident, epidemic or other calamity that shall cause my death, I give, devise and bequeath all my said property and estate unto my children, in equal shares.


FOURTH: In the event that my wife, ANNIE M. GEORGE, and all of my children, MATHAI K. GEORGE, JR., THOMAS K. GEORGE, ALEXANDER K. GEORGE, DIANA K. GEORGE and VICTORIA K. GEORGE should die simultaneously with me or as a direct result of the same accident, epidemic or other calamity that shall cause my death, I give, devise and bequeath all of my said property and estate as follows:

A. ONE-HALF (1/2) thereof to my brother, THOMAS K. GEORGE.

B. ONE-HALF (1/2) thereof to my mother, CHINAMMA GEORGE.

FIFTH: If pursuant to this Will all or any part of my estate shall vest in absolute ownership in a minor or minors, I authorize and empower my Trustees, at their discretion, to
hold the property so vested in such minor, or any part thereof, in a separate fund for the benefit of such minor, notwithstanding that such property may consist of investments not authorized by law for trust funds, and to invest and reinvest the same, collect the income therefrom and, during the minority of such minor, to apply so much of the principal thereof and so much of the net income therefrom and any accumulated income to the support, education and maintenance of such minor, as my Trustees shall see fit, and to accumulate, invest and reinvest the balance of said income until such minor shall attain the age of twenty-one (21) years, and thereupon to pay over the accumulated income to such minor, and if such minor shall die before attaining the age of twenty-one (21) years, the then principal, together with any accumulated income, shall be paid over to the estate of such minor. The authority conferred upon my Trustees by this Article shall be construed as a power only, and shall not operate to suspend the absolute ownership of such property by such minor or to prevent the absolute vesting thereof in such minor. With respect to any such property which shall vest in absolute ownership in a minor or minors, but which shall be held by my Trustees as authorized in this Article, my Trustees shall have all the powers conferred by the provisions of this my Will, including, without limitation, the power to retain, invest and reinvest without being limited to investments authorized by law for trust funds.

SIXTH. I hereby give and grant to my Trustees and their successor or successors, the following power and authority, which may be exercised by them, at any time and from time to time, as they shall in their absolute discretion deem advisable:

(a) To hold and retain all or any part of my estate or any trust created hereby, in the form in which the same may be at the time of my decease, or at the time of the receipt thereof by my Trustees from my Executor, as long as they may deem advisable.

(b) To invest and reinvest any funds in my estate or any trust created hereby in any property, real or personal, of any kind or nature, including without limitation, stocks, whether common, preferred or otherwise, bonds, secured or unsecured, obligations, mortgages, and other securities and interests in any of the foregoing, without being limited or restricted to investments prescribed or authorized for executors or trustees by the laws of New York or any other state, it being my intention to give my Trustees the same power of investment and reinvestment which I myself possess with respect to my own funds.
(c) To exercise all power and authority, including any discretion, conferred in this Will, 
after the termination of any trust created herein and until the same is fully distributed.

SEVENTH: I nominate, constitute and appoint my wife, ANNIE M. GEORGE and 
THOMAS K. GEORGE Co-Trustees under this my Last Will and Testament. In the event that 
either or both shall predecease me or shall fail to qualify, die, resign or cease to act for any 
reason as Trustee, I appoint ELIZABETH PAULOUS Alternate Trustee in their place and 
stead. I direct that no bond or other security shall be required of said ANNIE M. GEORGE,
THOMAS K. GEORGE or of said ELIZABETH PAULOUS in any jurisdiction for the faithful 
performance of his or her duties as such Trustee or Alternate Trustee.

EIGHTH: I nominate, constitute and appoint my wife, ANNIE M. GEORGE guardian 
of the person of my children MATHAI K. GEORGE, JR., THOMAS K. GEORGE,
ALEXANDER K. GEORGE, DIANA K. GEORGE and VICTORIA K. GEORGE, during their 
minority. In the event that my wife shall not survive me or shall for any reason cease to act as 
such guardian before my children shall attain their majority, I appoint THOMAS K. GEORGE 
guardian in her place and stead. In the event that THOMAS K. GEORGE shall not survive me 
or shall for any reason cease to act as such guardian before my children shall attain their 
majority, I appoint ELIZABETH PAULOUS guardian in his place and stead. I direct that no 
bond or other security shall be required of my wife or of said THOMAS K. GEORGE or of said 
ELIZABETH PAULOUS for the faithful performance of their duties as such guardian.

NINTH: I nominate, constitute and appoint my wife, ANNIE M. GEORGE, Executrix 
of this my Will. In the event that my wife shall predecease me or shall fail to qualify, die, resign 
or cease to act for any reason as Executrix, I appoint THOMAS K. GEORGE Alternate Executor 
in her place and stead. In the event that THOMAS K. GEORGE shall predecease me or shall 
fail to qualify, die, resign or cease to act for any reason as Executrix, I appoint ELIZABETH 
PAULOUS, Second Alternate Executor in his place and stead I direct that no bond or other 
security shall be required of my wife or of said THOMAS K. GEORGE or of said ELIZABETH 
PAULOUS in any jurisdiction for the faithful performance of her or his duties as such Executor, 
Alternate Executor or Second Alternate Executor.

LASTLY, I revoke all Wills and Codicils by me heretofore made and declare this, and 
this only, my Last Will and Testament.
IN WITNESS WHEREOF, I hereunto subscribe my name and set my seal this 19th day of December in the year Two Thousand Five.

[Signature]

In the presence of each of us the attesting witnesses, MATHAI K. GEORGE, the Testator, subscribed and sealed the foregoing Last Will and Testament, at the end thereof, this 19th day of December, 2005, and at the time of making such subscription declared the instrument so subscribed to be his Last Will and Testament and thereupon, at the request of said Testator and in his presence and in the presence of each other, each of us signed his name as an attesting witness at the end of the said Will.

[Signature] residing at 6113 120th St, Volente, NY

[Signature] residing at 1107 Co Rd 22, Shaw tng
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on June 6, 2008.


SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

In the Matter of the Application of

ANNE MATHAI GEORGE, Adult, and MATHAI K. GEORGE, JR., THOMAS KOLATH GEORGE, ALEXANDER KOLATH GEORGE, DIANA KOLATH GEORGE, VICTORIA KOLATH GEORGE, and SARAH KOLATH GEORGE, Infants, by MATHAI KOLATH GEORGE and ANNE MATHAI GEORGE, Parents and Natural Guardians of their Persons and Property, Petitioners,

ORDER

For Leave to Change Their Names to ANNE MATHAI KOLATH GEORGE MATHAI KOLATH, JR., THOMAS MATHAI KOLATH, ALEXANDER MATHAI KOLATH, DIANA MATHAI KOLATH, VICTORIA MATHAI KOLATH, and SARAH MATHAI KOLATH, Respectively.

Index No.

Upon the petition of Annie Mathai George, praying for leave to change her name from Annie Mathai George to Annie Mathai Kolath, and the Court being satisfied by said petition that the petition is true and that there is no reasonable objection to the change of name proposed,

NOW, on motion of Matthew J. Griesemer, attorney for the petitioners, it is:

ORDERED, that the infant, Annie Mathai George, born on May 14, 1972, in the Country of India, is hereby authorized to assume the name Annie Mathai Kolath in place of her present name upon compliance with the provisions of this Order, and it is further

ORDERED, that this Order shall be entered and the papers in which it was granted be filed, prior to the publication hereinafter directed, in the office of the Clerk of the County of Albany, wherein petitioner Annie Mathai George resides, and it is further
ORDERED, that at least once within twenty days after the making of this order, a notice in substantially the following form, shall be published in The Times Union:

Notice is hereby given that an Order entered by the Supreme Court, Albany County, on the _______ day of ____________, 2008, bearing Index Number __________________, a copy of which may be examined at the office of the clerk, located at 32 North Russell Road, Albany, New York 12206-1324, grants me the right to assume the name of Annie Mathai Kolath. My present address is 3 Sage Estates, Albany, New York 12204; the date of my birth is May 14, 1972; the place of my birth is the Country of India; my present name is Annie Mathai George. and it is further

ORDERED, that within forty days of the making of this Order, an affidavit of publication as herein directed shall be filed in the office of the Clerk of the County of Albany; and it is further

ORDERED, that upon full compliance with the above provisions of this Order, Annie Mathai George shall be known by the name Annie Mathai Kolath, which she is hereby authorized to assume and by no other name.

ENTER:

[Signature]
Justice of the Supreme Court
HON. EUGENE P. DEVINE, J.S.C.

ICERTIFY THAT
REQUIREMENTS OF THIS
ORDER HAVE BEEN
COMPLIED WITH

ALBANY COUNTY CLERK

DATED: 7-17-08

Albany County Clerk
Document Number 10206193
Revd 06/11/2008 2:12:44 PM
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on __________, 2008.


SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

In the Matter of the Application of

ANNIE MATHAI GEORGE, Adult, and MATHAI K. GEORGE, JR., THOMAS KOLATH GEORGE, ALEXANDER KOLATH GEORGE, DIANA KOLATH GEORGE, VICTORIA KOLATH GEORGE, and SARAH KOLATH GEORGE, Infants, by MATHAI KOLATH GEORGE and ANNIE MATHAI GEORGE, Parents and Natural Guardians of their Persons and Property,

Petitioners,

ORDER

Index No.

For Leave to Change Their Names to ANNIE MATHAI KOLATH, GEORGE MATHAI KOLATH, JR., THOMAS MATHAI KOLATH, ALEXANDER MATHAI KOLATH, DIANA MATHAI KOLATH, VICTORIA MATHAI KOLATH, and SARAH MATHAI KOLATH, Respectively.

Upon the petition of Mathai Kolath George and Annie Mathai George, parents and guardians of Thomas Kolath George, an infant, praying for leave to change the name of said infant from Thomas Kolath George to Thomas Mathai Kolath, and the Court being satisfied by said petition that the petition is true and that there is no reasonable objection to the change of name proposed, and it further appearing that the interests of the infant, Thomas Kolath George, will be substantially promoted by the change prayed for,

NOW, on motion of Matthew J. Griesemer, attorney for the petitioners, it is:

ORDERED, that the infant, Thomas Kolath George, born on December 15, 1999, at Columbia Memorial Hospital in Hudson, New York, is hereby authorized to assume the name
Thomas Mathai Kolath in place of his present name upon compliance with the provisions of this Order, and it is further

ORDERED, that this Order shall be entered and the papers in which it was granted be filed, prior to the publication hereinafter directed, in the office of the Clerk of the County of Albany, wherein petitioners and the infant, Thomas Kolath George, reside, and it is further

ORDERED, that at least once within twenty days after the making of this order, a notice in substantially the following form, shall be published in The Times Union:

Notice is hereby given that an Order entered by the Supreme Court, Albany County, on the ______ day of ______, 2008, bearing Index Number ________________, a copy of which may be examined at the office of the clerk, located at 32 North Russell Road, Albany, New York 12206-1324, grants me the right to assume the name of Thomas Mathai Kolath. My present address is 3 Sage Estates, Albany, New York 12204; the date of my birth is December 15, 1999; the place of my birth is Columbia Memorial Hospital, Hudson, New York; my present name is Thomas Kolath George.

and it is further

ORDERED, that within forty days of the making of this Order, an affidavit of publication as herein directed shall be filed in the office of the Clerk of the County of Albany, and it is further

ORDERED, that upon full compliance with the above provisions of this Order; the infant, Thomas Kolath George shall be known by the name Thomas Mathai Kolath, which he is hereby authorized and permitted to use, and by no other name.

I CERTIFY THAT THE REQUIREMENTS OF THIS ORDER HAVE BEEN COMPLIED WITH.

ALBANY COUNTY CLERK

ENTER:

Justice of the Supreme Court

HONORABLE EUGENE P. DEVINE, J.S.C.

Albany County Clerk

Document Number 10208193
Rcvd 08/11/2008 2:12:44 PM
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on 06/26/2008.

Present: Hon. Eugene P. Devine, J.S.C.

Justice.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

In the Matter of the Application of

ANNNIE MATHAI GEORGE, Adult, and MATHAI K. GEORGE, JR., THOMAS KOLATH GEORGE, ALEXANDER KOLATH GEORGE, DIANA KOLATH GEORGE, VICTORIA KOLATH GEORGE, and SARAH KOLATH GEORGE, Infants, by MATHAI KOLATH GEORGE and ANNIE MATHAI GEORGE, Parents and Natural Guardians of their Persons and Property,

Petitioners,

For Leave to Change Their Names to ANNIE MATHAI KOLATH, GEORGE MATHAI KOLATH, JR., THOMAS MATHAI KOLATH, ALEXANDER MATHAI KOLATH, DIANA MATHAI KOLATH, VICTORIA MATHAI KOLATH, and SARAH MATHAI KOLATH, Respectively.

ORDER

Index No.

Upon the petition of Mathai Kolath George and Annie Mathai George, parents and guardians of Alexander Kolath George, an infant, praying for leave to change the name of said infant from Alexander Kolath George to Alexander Mathai Kolath, and the Court being satisfied by said petition that the petition is true and that there is no reasonable objection to the change of name proposed, and it further appearing that the interests of the infant, Alexander Kolath George, will be substantially promoted by the change prayed for,

NOW, on motion of Matthew J. Griesemer, attorney for the petitioners, it is:

ORDERED, that the infant, Alexander Kolath George, born on May 9, 2001, at Columbia Memorial Hospital in Hudson, New York, is hereby authorized to assume the name Alexander
Mathai Kolath in place of his present name upon compliance with the provisions of this Order, and it is further

ORDERED, that this Order shall be entered and the papers in which it was granted be filed, prior to the publication hereinafter directed, in the office of the Clerk of the County of Albany, wherein petitioners and the infant, Alexander Kolath George, reside, and it is further

ORDERED, that at least once within twenty days after the making of this order, a notice in substantially the following form, shall be published in The Times Union:

Notice is hereby given that an Order entered by the Supreme Court, Albany County, on the ______ day of _________, 2008, bearing Index Number ______________, a copy of which may be examined at the office of the clerk, located at 32 North Russell Road, Albany, New York 12206-1324, grants me the right to assume the name of Alexander Mathai Kolath. My present address is 3 Sage Estates, Albany, New York 12204; the date of my birth is May 9, 2001; the place of my birth is Columbia Memorial Hospital, Hudson, New York; my present name is Alexander Kolath George.

and it is further

ORDERED, that within forty days of the making of this Order, an affidavit of publication as herein directed shall be filed in the office of the Clerk of the County of Albany, and it is further

ORDERED, that upon full compliance with the above provisions of this Order, the infant, Alexander Kolath George shall be known by the name Alexander Mathai Kolath, which he is hereby authorized to assume and by no other name.

I CERTIFY THAT REQUIREMENTS OF THIS ORDER HAVE BEEN COMPLIRED WITH.

[Signature]

Albany County Clerk

Document Number: 10208193
Revd 06/11/2008 2:12:44 PM
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on ___ , 2008.


SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF ALBANY

In the Matter of the Application of

ANNIE MATHAI GEORGE, Adult, and MATHAI K. GEORGE, JR., THOMAS KOLATH GEORGE, ALEXANDER KOLATH GEORGE, DIANA KOLATH GEORGE, VICTORIA KOLATH GEORGE, and SARAH KOLATH GEORGE, Infants, by MATHAI KOLATH GEORGE and ANNIE MATHAI GEORGE, Parents and Natural Guardians of their Persons and Property,

Petitioners,

For Leave to Change Their Names to ANNIE MATHAI KOLATH, GEORGE MATHAI KOLATH, JR., THOMAS MATHAI KOLATH, ALEXANDER MATHAI KOLATH, DIANA MATHAI KOLATH, VICTORIA MATHAI KOLATH, and SARAH MATHAI KOLATH, Respectively.

ORDER

Index No.

Upon the petition of Mathai Kolath George and Annie Mathai George, parents and guardians of Diana Kolath George, an infant, praying for leave to change the name of said infant from Diana Kolath George to Diana Mathai Kolath, and the Court being satisfied by said petition that the petition is true and that there is no reasonable objection to the change of name proposed, and it further appearing that the interests of the infant, Diana Kolath George, will be substantially promoted by the change prayed for,

NOW, on motion of Matthew J. Griesemer, attorney for the petitioners, it is:

ORDERED, that the infant, Diana Kolath George, born on December 31, 2002, at Columbia Memorial Hospital in Hudson, New York, is hereby authorized to assume the name
Diana Mathai Kolath in place of her present name upon compliance with the provisions of this Order, and it is further.

ORDERED, that this Order shall be entered and the papers in which it was granted be filed, prior to the publication hereinafter directed, in the office of the Clerk of the County of Albany, wherein petitioners and the infant, Diana Kolath George, reside, and it is further

ORDERED, that at least once within twenty days after the making of this order, a notice in substantially the following form, shall be published in The Times Union:

Notice is hereby given that an Order entered by the Supreme Court, Albany County, on the ________ day of ____________, 2008, bearing Index Number ____________________, a copy of which may be examined at the office of the clerk, located at 32 North Russell Road, Albany, New York 12206-1324, grants me the right to assume the name of Diana Mathai Kolath. My present address is 3 Sage Estates, Albany, New York 12204; the date of my birth is December 31, 2002; the place of my birth is Columbia Memorial Hospital, Hudson, New York; my present name is Diana Kolath George.

and it is further

ORDERED, that within forty days of the making of this Order, an affidavit of publication as herein directed shall be filed in the office of the Clerk of the County of Albany, and it is further

ORDERED, that upon full compliance with the above provisions of this Order, the infant, Diana Kolath George shall be known by the name Diana Mathai Kolath, which she is hereby authorized to assume and by no other name.

I CERTIFY THAT REQUIREMENTS OF THIS ORDER HAVE BEEN COMPLIED WITH.

[Signature]

Albany County Clerk

Justice of the Supreme Court

Hon. Eugene P. Devine, J.S.C.
At a Term of the Supreme Court of the State of
New York; County of Albany, held at Albany, New
Y

Present: Hon. Eugene P. Devine, J.S.C.

, Justice.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

In the Matter of the Application of

ANNIE MATHAI GEORGE, Adult, and MATHAI K. GEORGE, JR.,
THOMAS KOLATH GEORGE, ALEXANDER KOLATH GEORGE,
DIANA KOLATH GEORGE, VICTORIA KOLATH GEORGE, and
SARAH KOLATH GEORGE, Infants, by MATHAI KOLATH GEORGE
and ANNIE MATHAI GEORGE, Parents and Natural Guardians of their
Persons and Property,

Petitioners,

For Leave to Change Their Names to ANNIE MATHAI KOLATH,
GEORGE MATHAI KOLATH, JR., THOMAS MATHAI KOLATH,
ALEXANDER MATHAI KOLATH, DIANA MATHAI KOLATH,
VICTORIA MATHAI KOLATH, and SARAH MATHAI KOLATH,
Respectively.

Upon the petition of Mathai Kolath George and Annie Mathai George, parents and
 guardians of Victoria Kolath George, an infant, praying for leave to change the name of said
infant from Victoria Kolath George to Victoria Mathai Kolath, and the Court being satisfied by
said petition that the petition is true and that there is no reasonable objection to the change of
name proposed, and it further appearing that the interests of the infant, Victoria Kolath George,
will be substantially promoted by the change prayed for,

NOW, on motion of Matthew J. Griesemer, attorney for the petitioners, it is:

ORDERED, that the infant, Victoria Kolath George, born on May 5, 2005, at Columbia
Memorial Hospital in Hudson, New York, is hereby authorized to assume the name Victoria
Mathai Kolath in place of her present name upon compliance with the provisions of this Order, and it is further

ORDERED, that this Order shall be entered and the papers in which it was granted be filed, prior to the publication hereinafter directed, in the office of the Clerk of the County of Albany, wherein petitioners and the infant, Victoria Kolath George, reside, and it is further

ORDERED, that at least once within twenty days after the making of this order, a notice in substantially the following form, shall be published in The Times Union:

Notice is hereby given that an Order entered by the Supreme Court, Albany County, on the ______ day of _________, 2008, bearing Index Number _____________, a copy of which may be examined at the office of the clerk, located at 32 North Russell Road, Albany, New York 12206-1324, grants me the right to assume the name of Victoria Mathai Kolath. My present address is 3 Sage Estates, Albany, New York 12204; the date of my birth is May 5, 2005; the place of my birth is Columbia Memorial Hospital, Hudson, New York; my present name is Victoria Kolath George.

and it is further

ORDERED, that within forty days of the making of this Order, an affidavit of publication as herein directed shall be filed in the office of the Clerk of the County of Albany, and it is further

ORDERED, that upon full compliance with the above provisions of this Order, the infant, Victoria Kolath George shall be known by the name Victória Mathai Kolath, which she is hereby authorized to use and by no other name.

I CERTIFY THAT REQUIREMENTS OF THIS ORDER HAVE BEEN COMPLIED WITH

BANY COUNTY CLAK

ENTER:

Justice of the Supreme Court

EUGENE P. DEVINE, J.S.C.

Albany County Clerk

Document Number 10206193
Rvd 06/11/2008 2:12:44 PM
TAX LIEN FORECLOSURE SEARCH

Search Date: 9/5/14
Municipality: Town of Bethlehem
Foreclosure No.: 0000070
Property Address: Van Wies Point Road, Town of Bethlehem
Date of Filing of List of Delinquent Taxes: December 2, 2010

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<td>Mortgage Foreclosures</td>
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2

NOTE: Sage Estate Homeowners Association is shown for information only as the liens they hold are not on the subject parcel.
TAX LIEN FORECLOSURE SEARCH

SECTION I

PARTIES HAVING AN INTEREST OF RECORD
ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES

A-1. OWNER(S) OF RECORD

1. Mathai K. George Van Wies Point Road Glenmont NY 12077

A-2. ADDITIONAL ADDRESSEES

2. Mathai K. George 3550 Route 9 Hudson NY 12534
3. Mathai K. George PO Box 5759 Albany NY 12205
4. Mathai George 3 Sage Estate Albany NY 12204

Source Deed Book 2730 Page 720

Deed R and R Mathai K. George
3550 Route 9
Hudson, NY 12534

B. ADDITIONAL PARTIES

MORTGAGES (0)

1. 

ASSIGNMENTS (0)

1. 

JUDGMENTS (0)

1. 

FEDERAL TAX LIENS (0)

1. 

UCC (0)

1. 

Client No. 2

OHTA No. A14-0522
TAX LIEN FORECLOSURE SEARCH

SECTION 1 (continued)

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

| Sage Estate Homeowners Association, Inc.       | o/o Capital Realty Management Inc. | PO Box 12725 | Albany | NY 12212 |

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.
PARTIES HAVING AN INTEREST OF RECORD AS OF SEARCH DATE

A-1. OWNER(S) OF RECORD

1.

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (1)

1. Main Street Acquisition Corporation
   3715 Davinci Court Suite 200 Norcross GA 30092

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.
TAX LIEN FORECLOSURE SEARCH
SECTION II (continued)

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

1. Sage Estate Homeowners Association, c/o Sage Estates Partners Inc. 1528 Western Avenue Albany NY 12203

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.
Albany County Clerk
Albany County Court House
16 Eagle Street Rm 128
Albany, NY 12207

Return to:
MATHAI K GEORGE
3550 RTE 9
HUDSON NY 12534

Instrument: Deed

Document Number: 6951270 Book: 2730 Page: 720

Grantee
GEORGE, MATHAI K

Grantor
SALAMIDA, FRANK E
SALAMINDA, KIMBERLY A

Number of Pages: 9
Amount: $247,500.00
Filing Date/Time: 02/12/2003 at 2:19 PM
Receipt Number: 34094

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

Thomas G. Clingan, County Clerk
THIS INDENTURE
Made the 11th day of February, 2003,

BETWEEN, FRANK E. SALAMIDA and KIMBERLY A. SALAMIDA, husband and wife, both residing at 158 Van Wies Point, Glenmont, New York 12077,

parties of the first part, and

MATHAI K. GEORGE, residing at 3550 Route 9, Hudson, New York 12534

party of the second part,

WITNESSETH that the parties of the first part, in consideration of -- ONE -- DOLLAR ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever,

SEE SCHEDULE A ATTACHED HERETO

Subject to all enforceable easements, rights, restrictions and covenants of record.

BEING a portion of the same premises conveyed to Frank E. Salamida and Kimberly A. Salamida by Sherman A. Gates and Pearl W. Gates by deed dated April 26, 2002, and recorded in the Albany County Clerk's Office on May 8, 2002, in Book 2708 of Deeds at Page 963.

RESERVING to the parties of the first part, their heirs and assigns, a perpetual easement and right-of-way ten feet (10') wide along the boundary line between the premises conveyed herein on the north and the premises retained by the parties of the first part on the south, which retained premises are on the westerly side of Van Wies Point Road and northerly of the land of Reeves referred to hereinabove (Book 2153 of Deeds at Page 990). Said easement and right-of-
way is for the purpose of providing access for persons, materials and equipment to the garage/barn and the well on the northerly boundary of said retained parcel, and for conducting activities on and under said easement area in connection with the maintenance, repair and/or replacement of said garage/barn and well; provided, however, that the parties of the first part agree that any replacement of the garage/barn shall be with a building of comparable size and utility.

ALSO RESERVING to the parties of the first part, their heirs and assigns, a perpetual, exclusive easement for the purpose of using, maintaining, repairing and/or replacing the existing hand pump/hydrant on the premises conveyed herein, which hand pump/hydrant is located northerly of the retained parcel referred to hereinabove. This easement shall include the right to use, maintain, repair and/or replace the existing water pipeline under the premises conveyed herein leading to said hand pump/hydrant. The parties of the first part shall have the right to enter upon the premises conveyed herein, with persons and equipment, as may be necessary to effectuate the purposes of this easement. The parties of the first part will repair any damage or disruption caused to the premises conveyed herein as a result of the exercise of their rights under this easement. This easement shall terminate at such time, if any, that the party of the second part installs, at his expense, a permanent cap or other device which shuts off the supply of water from the hand pump/hydrant to the retained parcel.

TOGETHER with such rights as the parties of the first part may have to use the private road referred to hereinabove, to be exercised in common with others having rights to the use of said road.

SUBJECT TO any and all covenants, conditions, easements and restrictions, if any affecting the premises.
The parties of the first part, for themselves and their heirs and assigns hereby covenant that they shall not plant any trees or shrubbery or construct any improvements on the northerly side of the house situated on the parcel owned by the parties of the first part on the easterly side of Van Wies Point Road in such a manner that would obstruct the view of the Hudson River from the parcel conveyed herein.

TOGETHER WITH the appurtenances and all the estates and rights of the parties of the first part in and to said premises.

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

AND the parties of the first part covenant as follows:

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

Second, That the parties of the first part will forever WARRANT the title to said premises.

Third, That the parties of the first part, in compliance with Section 13 of the Lien Law, covenants that the parties of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

FRANK E. SALAMIDA

KIMBERLY A. SALAMIDA

STATE OF NEW YORK  )
COUNTY OF ALBANY  ) ss.

On the 11th day of February in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK E. SALAMIDA and KIMBERLY A. SALAMIDA, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

NORMAN P. FIVEL
Notary Public, State of New York
No. 4617281
Qualified in Rensselaer County
Commission Expires December 31, 2005

N/A/salamida/warranty deed
SCHEDULE A

This farm, piece of parcel of land, with the buildings and improvements thereon, situate at Ven Wies Point, in the Town of Bethlehem, County of Albany and State of New York, more particularly bounded and described as follows:

BEGINNING at an iron bar standing in the easterly line of a private road, which is the southwest corner of lands conveyed by Wheeler B. Melius and wife to Warren Welch by deed dated May 5, 1902 recorded in Albany County Clerk’s Office in Book 512 of Deeds, at page 338, and turns from said point of beginning.

N. 81° 07' E. and along the division line between lands of the mortgagee and lands of Arabella M. Welch, formerly lands of Warren Welch, 200 feet more or less, to the westerly shore of the Hudson River; thence southerly and along the westerly shore of the Hudson River as it winds and turns, 250 feet, more or less, to a point in the northerly line of a dock built on said premises; thence

S 82° 50' E. and along the northerly line of said dock 23 feet more or less, to the northeasterly corner thereof; thence

S. 4° 40' W. and along the easterly line of said dock 122.47 feet to the southeasterly corner thereof; thence

N. 87° 38' W. and along the southerly line of said dock and along the division line between lands of the first party and lands of Helen T. Johnson, as conveyed to her by the first party by deed dated March 27, 1925, recorded March 31, 1925 in Book 748 of Deeds, at page 319, 45.55 feet; thence

N. 84° 07' W. and along the northerly line of lands of Helen T. Johnson, which is the southerly line of a private road leading to the dock on the property herein described, 263.59 feet to a point in the center line of a private road; thence

S. 37° 02' W. and along the center line of said private road 50.93 feet; thence

S. 70° 35' W. and along the center line of a private road 34.86 feet; thence

S. 87° 46' W. and along the center line of said private road 80.82 feet; thence

S. 38° 06' W. and along the center line of said private road 82 feet; thence

N. 87° 42' W. and along the center line of said private road 49.40 feet; thence

N. 65° 35' W. and along the center line of said private road 42.15 feet; thence

N. 40° 31' W. and along the center line of said private road 48.25 feet; thence

N. 32° 56' W. and along the center line of said private road 105.50 feet; thence

N. 56° 36' W. and along the center line of said private road 40.50 feet; thence

N. 36° 56' W. and along the center line of said private road 142.50 feet; thence

N. 74° 53' W. and along the center line of said private road 127.48 feet; thence

S. 83° 37' W. along the center of said private road 40.20 feet; thence S. 60° 03' W. and along the center of said private road 197.98 feet; the center line of said private road marks the division line between the lands of Chauncey D. Helles, and lands conveyed to Noel S. Bennett by deed dated May 14, 1920 recorded in Book 676 of Deeds, at page 374, as said northerly line is now established; thence

S. 14° 08' W. and along the westerly line of lands now or formerly of said Noel S. Bennett 170 feet to an iron pipe; thence

S. 2° 43' W. and along the westerly line of lands now or formerly of said Bennett 380.53 feet to an iron pipe standing in the northerly line of lands now or formerly of one Reed; thence

N. 76° 34' 21" W. and along the northerly line of lands of said Reed 468.51 feet to an iron pipe; thence

N. 78° 09' W. and along the said northerly line of lands of said Reed 338.2 feet to an iron pipe; thence

N. 74° 35' 28" W. and along the said northerly line of lands of said Reed 265.29 feet to an iron pipe in the easterly line of lands of one Schmidt; thence
N. 3° 01' E. and along the easterly line of lands of said Schmitt 686.04 feet to an iron pipe standing in the division line between lands of Chauncey D. Hakes and lands of Wheeler, adjoining on the north; thence along said division line the following courses and distances;

S. 88° 39' E. 110.28 feet to an iron pipe; thence N. 84° 35' E. 64.45 feet to an iron pipe; thence N. 79° 48' E. 52.86 feet to an iron pipe; thence N. 77° 55' E. 54.38 feet to an iron pipe; thence N. 72° 16' E. 91.11 feet to an iron pipe; thence N. 72° 42' E. 99.75 feet to an iron pipe; thence N. 85° 29' E. 52.86 feet to an iron pipe; thence N. 87° 22' E. 98.36 feet to an iron pipe; thence N. 80° 04' E. 55.37 feet to an iron pipe; thence S. 87° 12' E. 81.44 feet to an iron pipe; thence S. 83° 52' E. 276.30 feet to an iron pipe; thence N. 84° 10' E. 30.04 feet to an iron pipe; thence S. 88° 28' E. 128.83 feet to an iron pipe; thence S. 89° 26' E. 193.30 feet to an iron pipe; thence S. 83° 09' E. 91.15 feet to an iron pipe; thence S. 70° 24' E. 201.25 feet to an iron pipe; thence S. 35° 39' E. 144.70 feet to an iron pipe; thence S. 50° 03' E. 32.18 feet to an iron pipe; thence S. 58° 00' E. 22.63 feet to an iron pipe; thence S. 65° 28' E. 113.00 feet to an iron pipe standing on the westerly line of a private road; thence S. 70° 44' E. 11.80 feet to a point in said private road; thence N. 9° 08' E. 43.23 feet to the point or place of beginning. Containing 33.50 acres of land, more or less. All bearings referred to the magnetic meridian of July 28, 1931.

The premises herein described are shown on "Map of property of Chauncey D. Hakes, Van Wicx Point, Town of Bethlehem, County of Albany, N.Y., surveyed by Nordin J. Shambrook, dated July 28, 1931 and filed in the Albany County Clerk's Office July 31, 1931.

EXCEPTING AND RESERVING from the above described parcel all that piece or parcel of land with the buildings and improvements thereon conveyed by parties of the first part to S. Benjamin Meyers by deed dated August 24, 1961 and recorded on the same day in the Albany County Clerk's Office in Book 1603 of Deeds at page 453, which said parcel is more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of a parcel of land heretofore conveyed to the parties of the first part, by deed dated February 27, 1959, and filed in the Office of the Albany County Clerk in Book of Deeds 1605, at page 268, said point being in the northerly line of lands now or formerly of Helen T. Johnson, said point also being the southeasterly corner of a dock shown on a map entitled, "MAP OF PROPERTY OF CHAUNCEY D. HAKES", dated July 28, 1931, and made by Nordin J. Shambrook; thence running from said point of beginning westerly and along the said northerly line of lands of Johnson (46.59) feet to a point; thence continuing westerly with an interior angle of 176° 29' (263.58) feet to a point in a roadway; thence southwesterly with an interior angle of 238° 51' and through the roadway (50.93) feet to a point near the intersection with another roadway; thence westerly and through said roadway the following courses:

with an interior angle of 146° 27' (34.66) feet to a point; thence
Said premises may also be described as follows:

ALL that certain piece or parcel of land situate, lying and being in the Town of Bethlehem, County of Albany, State of New York, being a portion of lands conveyed to Sherman A. and Pearl W. Gates by deed dated March 2, 1989 and recorded in the Albany County Clerk’s Office in Book 2386 of Deeds at Page 347, being bounded and described as follows:

BEGINNING at a p.k. nail set in the center line of Van Wies Point Road at its intersection with the division line between the herein described parcel on the southwest and Lot No. 4 as shown on a map entitled: “Subdivision Portion of Lands of Hoosac Associates”, prepared by C.T. Male Associates; P.C. Licensed Surveyors, dated March 26, 1984 and filed in the Albany County Clerk’s Office on July 19, 1984 as Map No. 6091 in Drawer No. 172, on the northeast; thence along the center line of Van Wies Point Road through aforesaid lands of Gates S 08° 15’ 00” E, 28.00 feet to a point; thence continuing through said lands of Gates, the following 5 courses and distances:

1. N 89° 23’ 50” W, 73.22 feet;
2. S 89° 05’ 00” W, 56.45 feet;
3. S 00° 55’ 00” E, 32.34 feet to an iron rebar set;
4. S 22° 12’ 05” W, 74.98 feet to an iron rebar set; and
5. S 03° 45’ 00” W, 117.42 feet to an iron rebar set in the division line between the herein described parcel on the north and lands conveyed to Reeves by deed dated June 3, 1978 and recorded in the Albany County Clerk’s Office in Book 2133 of Deeds at Page 990 on the south;

thence along said division line, the following 2 courses and distances:

1. S 02° 38’ 35” W, 115.56 feet to an iron pipe; and
2. S 02° 38’ 35” W, 115.62 feet to an iron rebar set in the division line between the herein described parcel on the north and lands conveyed to Horgren by deed dated December 22, 1992 and recorded in the Albany County Clerk’s Office in Book 2475 of Deeds at Page 429;

thence, along said division line, the following 11 courses and distances, of which the first six, in part, are along the center line of a private road:

1. N 08° 42’ 00” W, 40.99 feet;
2. N 05° 35’ 00” W, 42.15 feet;
3. N 40° 31’ 00” W, 48.25 feet;
4. N 32° 56’ 00” W, 105.50 feet to an iron rebar set;
5. N 36° 36’ 00” W, 140.60 feet to an iron rebar set;
6. N 06° 06’ 00” W, 142.50 feet to an iron rebar set;
7. N 74° 53’ 00” W, 127.48 feet to an iron pipe;
8. S 83° 37’ 00” W, 40.20 feet to an iron rebar set;
9. S 80° 03' 00" W, 107.08 feet to an iron rebar set; 
10. S 14° 08' 00" W, 170.00 feet to an iron rebar set; and 
11. S 02° 13' 00" W, 380.53 feet to an iron pipe in the division line between 
the herein described parcel on the north and lands conveyed to Miller et. 
al. by deed dated April 27, 1998 and recorded in the Albany County 
Clerk's Office in Book 2601 of Deeds at Page 933 on the south;

thence, along said division line, the following 3 courses and distances:

1. N 76° 34' 21" W, 468.57 feet to an iron rebar set; 
2. N 76° 01' 00" W, 338.28 feet to an iron pipe; and 
3. N 74° 35' 30" W, 265.42 feet to an iron pipe in the division line between 
the herein described parcel on the east and lands conveyed to Newell et. 
al. by deed dated July 13, 1995 and recorded in the Albany County 
Clerk's Office in Book 2538 of Deeds at Page 604 on the west;

thence, along said division line N 03° 30' 45" E, 687.35 feet to an iron rebar set; 

thence, easterly along the division line between the herein described parcel on the 
south and on the north lands conveyed to Malphrus (Book 1971 of Deeds, Page 385), 
Wooster (Book 2635 of Deeds, Page 514), Wooster (Book 2635 of Deeds, Page 519) 
and aforesaid lots shown on the subdivision map referenced above, the following 20 
courses and distances:

1. S 88° 39' 55" E, 110.26 feet to an iron rebar set;
2. N 84° 34' 05" E, 64.45 feet to an iron rebar set;
3. N 79° 45' 05" E, 52.86 feet to an iron rebar set;
4. N 77° 54' 05" E, 54.38 feet to an iron rebar set;
5. N 72° 15' 05" E, 91.11 feet to an iron pipe;
6. N 72° 50' 45" E, 99.51 feet to an iron pipe;
7. N 85° 32' 55" E, 82.19 feet to an iron pipe;
8. N 85° 08' 50" E, 98.32 feet to a 24-inch stump;
9. N 80° 00' 55" E, 55.37 feet to an iron pipe;
10. S 87° 15' 05" E, 81.43 feet to an iron pipe;
11. S 83° 53' 00" E, 275.52 feet to an iron rebar set;
12. N 84° 08' 00" E, 30.04 feet to an iron pipe;
13. S 88° 30' 00" E, 128.08 feet to an iron rebar set;
14. S 89° 28' 00" E, 193.30 feet to an iron pipe;
15. S 83° 11' 00" E, 91.15 feet to a tree with wire;
16. S 70° 26' 00" E, 201.25 feet to a tree with wire;
17. S 35° 41' 00" E, 144.70 feet to an iron pipe;
18. S 50° 05' 00" E, 32.18 feet to an iron rebar;
19. S 58° 36' 25" E, 22.52 feet to an iron pipe;
20. S 65° 19' 50" E, 121.07 feet to the point and place of beginning.

Said premises are conveyed together with and subject to all rights of way over private 
roads referred to in Deed from Mary L. Mellius to Chauncey D. Hakes dated August 20,
1909 and recorded in the Albany County Clerk’s Office in Book 572 of Deeds at Page 355; subject to any rights that may still exist in wells and reservoirs and rights of way referred to in deed from Chauncey D. Hakes and Anna B. Hakes, his wife, to Helen T. Johnson, dated March 27, 1925, recorded March 31, 1925 in the Albany County Clerk’s Office in Book 748 of Deeds at Page 319; subject to any rights of way that may still exist to lay water pipes as set forth in deed from Chauncey D. Hakes to Noel S. Bennett dated May 14, 1920 recorded in the Albany County Clerk’s Office in Book 676 of Deeds at Page 374; and subject to such restrictions as may still exist and run with the land as enumerated in deed from parties of the first part to S. Benjamin Meyers dated August 24, 1961, with the exception of the restriction set forth as paragraph “4” which was abrogated by document dated July 26, 1965, executed by the parties of the first part and said S. Benjamin Meyers; and subject to all other legal restrictions and easements of record affecting said premises.

ALSO, TOGETHER WITH all rights, if any, that the party of the first part may have, by conveyance or by use on his own part and by his predecessors in title, in and to the roadway referred to on the first page of the description herein as having a center line which “marks the division line between the lands of Chauncey D. Hakes, and lands conveyed to Noel S. Bennett by deed dated May 14, 1920 recorded in Book 676 of Deeds at page 374.”

A/05257

COUNTY OF ALBANY

Recorded in Deeds As Shown Herein and
Deemed

J. W. G. CLINGAN
ALBANY COUNTY CLERK
Related Names:
GEORGE MATHAI KOLATH Debtor
SAGE ESTATE HOMEOWNERS ASSOCIATION INC Lienor BOARD OF DIRECTORS
- %CAPITAL REALTY MANAGEMENT POB 12725 ALBANY NY 12212

NOTE: 11/17/2009 PROPERTY: PORTION OF SAGE ESTATE KNOWN AS LOT 3 AS SHOWN ON A MAP ENTITLED THE
Instrument Type: Lien
Filing Date: 07/01/2013 2:41 PM
Document Number: 11427769

Related Names:
  GEORGE MATHAI KOLATH Debtor
  BOARD OF DIRECTORS OF SAGE ESTATE HOMEOWNERS ASSOCIATION INC. Lienor

NOTE: 07/03/2013 UNPAID COMMON CHARGES

Document Location:
Lien Flat File (Notice of Lending) - Lien Number: 22
Amount - $23085.00

Related Documents:
  - 07/16/2013 Lien, Action on
    AFF OF SERVICE FILED
Instrument Type: Judgment

Filing Date: 12/24/2012 3:34 PM
Document Number: 11301018

Related Names:
MAIN STREET ACQUISITION CORP Creditor
- 3715 DA VINCI COURT SUITE 200 NORCROSS GA 30092

GEORGE MATHAI Debtor
- 3 SAGE ESTATE ALBANY NY 12204

STEPHEN EINSTEIN & ASSOCIATES PC Attorney
- 20 VESEY STREET SUITE 1406 NEW YORK NY 10007

Document Location:
Perfected Date - date:11/15/2012
Judgment Damages - Amount:7228.73
Judgment Costs - Amount:231.00
Judgment Total - Amount:7459.73
Trans Of Judgment - Year:T12 Transcript Index Number:4801
Judgment Rendered - Orig Court:ALBANY CITY COURT
August 9, 2019

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

Dear Chairman Joyce:

Legislative Authorization is requested to release the right of reverter as stated in the copy of the deed enclosed as part of this submission for the sale of tax foreclosed property located in the City of Albany 35 Ten Broeck Street.

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

Sincerely Yours,

Shawn A. Theilen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to release reverter for property in the City of Albany 35 Ten Broeck Street Tax map No.65.82 -5-56

Date: August 9, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
  Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
  Yes ☐ No ☐
If Mandated Cite Authority:
  Click or tap here to enter text.

Is there a Fiscal Impact:
  Yes ☐ No ☐
Anticipated in Current Budget:
  Yes ☐ No ☐
Justification: (state briefly why legislative action is requested)
Albany County transferred 35 Ten Broeck Street (tax map no. 65.82-5-56) a tax foreclosed property located in the City of Albany per deed Book 2249 Page 4 (see attached). The Albany County Department of Law has advised the Commissioner of Management and Budget that the reverter clause stated in this deed should be released since all conditions of rehabilitation as stipulated in this deed has been met. Attached are recent residency occupant permits issued by the City of Albany indicating the full rehabilitation of this property.
This Indenture Made the 26th day of October Nineteen Hundred and Eighty-three Between COUNTY OF ALBANY

CONSTANCE A. DOUGLE residing at 24 Linden Avenue, City and County of Albany, State of New York party of the first part, and

SCHOOL CORPORATION organized under the laws of the State of New York party of the second part,

Know, that the party of the first part, in consideration of ONE (1.00) lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the part y party of the second part, her heirs and assigns forever, all THAT CERTAIN LOT, PLOT OR PARCEL OF LAND situated in the 7th 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 7, City of Albany, County of Albany, Alleged Owner: Peter Viola and wife, described as follows: Street No. 35 Ten Broeck St., Lot No. 240 - East between Wilson St. and Livingston Ave., bounded by lands now or formerly of: North - South - East - West.

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, her heirs, and assigns forever, upon the express conditions that the party of the second part shall within eighteen (18) months from the date of this conveyance rehabilitate, or cause to be rehabilitated, to a condition satisfactory to the party of the first part, the premises hereby 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 approved lending institution to the party of the second part for the purpose of rehabilitating said premises, whichever shall occur first.


(Additional Information - See Page 2)
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,

has hereinto

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 injured in any way whatsoever.

Third: That, in Compliance with Sec. 15 of the New 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 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 29th day of October Nineteen Hundred and Eighty-three

CITY OF ALBANY

By

DEPUTY DIRECTOR OF FINANCE

State of New York
County of Albany

On this 29th day of October Nineteen Hundred and Eighty-three

Mary Redmond

to me personally known, who, being by me duly sworn, did depose and say that she resides in 972 E. Pine St., Albany, New York, that she is the Director of Finance of Albany County, the corporation described in, and which executed, the within instruments, that she knows the seal of said corporation; that she affixed to said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that, as he signed her name thereto by the order.

Sheila Haganovich

NOTARY PUBLIC

County of Albany

County of Albany

COUNTY OF ALBANY

COUNTY OF ALBANY

CONSTANCE A. DOOR

CONSTANCE A. DOOR

October 29, 1983

County of Albany

Said instrument acknowledged as a Deed of Instrument by said instrument.
Residential Occupancy Permit

This is to certify that on or before 6/10/2019, 35 TEN BROECK ST in the City of Albany, New York was inspected by the City of Albany Department of Buildings & Regulatory Compliance and that the following residential dwelling units were found acceptable for occupancy as residences:

Basement apt

The area for which this permit is issued may be occupied in the following manner:

RESIDENTIAL USE ONLY

This permit expires: 12/10/2021

The issuance of this Residential Occupancy Permit (ROP) is pursuant to Chapter 231 of the Albany City Code, for the purposes of an inspection of the residence and compliance with the health and safety regulations. This ROP is not a substitute for any variance or special use permit issued by the City of Albany Board of Zoning Appeals, and the issuance of this ROP shall confer no rights to the owner with respect to the Zoning provisions set in Chapter 375 of the Albany City Code.

No change in the nature of use of this premise may be undertaken without a Building Permit. No use other than that described above is authorized for this certificate.

Very truly yours,

Richard J. LaJoy
Director

06/10/2019
Residential Occupancy Permit

This is to certify that on or before 9/22/2017, 35 TEN BROECK ST in the City of Albany, New York was inspected by the City of Albany Department of Buildings & Regulatory Compliance and that the following residential dwelling units were found acceptable for occupancy as residences:

First Floor Apartment.

The area for which this permit is issued may be occupied in the following manner:

RESIDENTIAL USE ONLY

This permit expires: 3/22/2020

The issuance of this Residential Occupancy Permit (ROP) is pursuant to Chapter 231 of the Albany City Code, for the purposes of an inspection of the residence and compliance with the health and safety regulations. This ROP is not a substitute for any variance or special use permit issued by the City of Albany Board of Zoning Appeals, and the issuance of this ROP shall confer no rights to the owner with respect to the Zoning provisions set in Chapter 375 of the Albany City Code.

No change in the nature of use of this premise may be undertaken without a Building Permit. No use other than that described above is authorized for this certificate.

Very truly yours,

Richard J. LaJoy
Director

08/07/2019
Residential Occupancy Permit

This is to certify that on or before 12/03/2018, 35 TEN BROECK ST in the City of Albany, New York was inspected by the City of Albany Department of Buildings & Regulatory Compliance and that the following residential dwelling units were found acceptable for occupancy as residences:

Second Floor

The area for which this permit is issued may be occupied in the following manner:

RESIDENTIAL USE ONLY

This permit expires: 6/03/2021

The issuance of this Residential Occupancy Permit (ROP) is pursuant to Chapter 231 of the Albany City Code, for the purposes of an inspection of the residence and compliance with the health and safety regulations. This ROP is not a substitute for any variance or special use permit issued by the City of Albany Board of Zoning Appeals, and the issuance of this ROP shall confer no rights to the owner with respect to the Zoning provisions set in Chapter 375 of the Albany City Code.

No change in the nature of use of this premise may be undertaken without a Building Permit. No use other than that described above is authorized for this certificate.

Very truly yours,

Richard J. LaJoy
Director

08/07/2019