September 4, 2019

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

Dear Chairman Joyce,

The Albany County Department of Mental Health (ACDMH) requests permission to enter into a lease agreement and a agreement for pharmacy services with Genoa Healthcare. Genoa Healthcare will serve ACDMH adult patients that are currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street and its Assertive Community Treatment (ACT) Team located at 175 Green Street. ACDMH’s outpatient clinic currently serves 750-800 and the ACT Team serves 48 patients living with serious and persistent mental health and/or addiction related challenges. The chronically mental ill do not often adhere to or follow up on medical advice, by having pharmacy services onsite ACDMH patients will have the option to utilize the pharmacy and receive their medications immediately. With an onsite pharmacy ACDMH patients will receive a team approach to their mental healthcare needs; clinicians will be assured that their patients will be able to follow up on receiving their proper medications directly. ACDMH will achieve the goal of providing the option of one stop shopping for our patient’s mental healthcare needs, allowing for ACDMH patients to meet their medication compliance goals. Genoa Healthcare onsite pharmacy services will provide ease of access that will increase medication adherence and improve overall clinical outcomes for ACDMH’s patients. Genoa Healthcare will be exclusively responsible for the renovation of the space needed for the pharmacy within the ACDMH building. There is no County share associated with this contract.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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

Description (e.g., Contract Authorization for Information Services): Request to enter into a personal services contract and a lease agreement with GENOA HEALTHCARE, LLC for Pharmacy Services

Date: 8/27/19
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Dr. Stephen Giordano, Director

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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)  
Lease 576 square feet of space located at 175 Green St. to Genoa Healthcare, LLC for the purpose of running a Pharmacy for OMH clients.

Contract Terms/Conditions:

Party (Name/address):
Genoa Healthcare, LLC 707 S. Grady Way, Suite 700 Renton, WA 98057

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

Amount/Raise Schedule/Fee:  
$1,200 monthly lease when space is operational

Scope of Services:  
Genoa will lease space from Albany County when space is operational.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:  
Yes ☐ No ☒

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

Is there a Fiscal Impact:  
Yes ☐ No ☒

Anticipated in Current Budget:  
Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

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

Term
Term: (Start and end date) 10/1/2019-9/30/2022
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: 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 Albany County Department of Mental Health (ACDMH) requests permission to enter into a lease agreement and a agreement for pharmacy services with Genoa Healthcare. Genoa Healthcare will serve ACDMH adult patients that are currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street and its Assertive Community Treatment (ACT) Team located at 175 Green Street. ACDMH's outpatient clinic currently serves 750-800 and the ACT Team serves 48 patients living with serious and persistent mental health and/or addiction related challenges. The chronically mentally ill do not often adhere to or follow up on medical advice; by having pharmacy services onsite ACDMH patients will be able to receive their medications immediately. With an onsite pharmacy ACDMH patients will receive a team approach to their mental healthcare needs; clinicians will be assured that their patients will be able to follow up on receiving their proper medications directly. ACDMH will achieve the goal of providing one stop shopping for our patient's mental healthcare needs, allowing for all ACDMH patients to meet their compliance goals. Genoa Healthcare onsite pharmacy services will provide ease of access that will increase medication adherence and improve overall clinical outcomes for ACDMH's patients that struggle with medication adherence. Genoa Healthcare will be exclusively responsible for the construction of the space needed for the pharmacy within the ACDMH building. Genoa Healthcare will also be completely responsible financially for any and all changes made to the building in conjunction with the project. There is no County share associated with this contract.
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

RFP #2019-037

PHARMACY SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PHARMACY SERVICES
ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH
RFP #2019-037

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals for pharmacy services to serve adult patients currently enrolled in its integrated behavioral health outpatient clinic located at 260 South Pearl Street, Albany, New York and its Assertive Community Treatment Team, located at 175 Green Street, Albany, New York as requested by the Albany County Department of Mental Health (ACDMH).

1.2 ACDMH’s outpatient clinic currently serves 750-800 patients living with serious and persistent mental health and/or addiction related challenges and is licensed by the NYS Office of Mental Health (OMH) and the NYS Office of Alcohol and Substance Abuse Services (OASAS). The Assertive Community Treatment Team is licensed by the NYS Office of Mental Health and serves 48 patients also living with serious mental illness and or addiction challenges. The majority of patients are receiving pharmacotherapy in addition to counseling, therapy and support services to address their behavioral health challenges. Many patients are also living with complex co-morbid physical health challenges requiring adjunctive medical care. Pharmacy services that are easily assessable are needed to increase medication adherence and thus improve overall clinical outcomes for a patient cohort that typically struggles with medication adherence due to the complex nature of their illnesses.

1.3 ACDMH seeks a proposer who is experienced in the provision of pharmacy services to behavioral health populations. The proposer should have experience developing and operating a pharmacy service that addresses the unique needs of this population. It is expected that the proposer will provide all aspects of this project necessary to operate a fully functional independent pharmacy. This will include but not be limited to i) identify and develop a space to operate a pharmacy ii) hire and maintain professionally competent and duly licensed pharmacists to operate the program, and iii) develop a
comprehensive plan that will meet the requirements of the NYS Board of Pharmacy and the NYS Office of Mental Health.

1.4 A PRE-PROPOSAL CONFERENCE WILL BE HELD ON TUESDAY, FEBRUARY 26, 2019 AT 1:00 P.M. AT THE MENTAL HEALTH DEPARTMENT, 175 GREEN STREET, ALBANY, NY 12202 IN THE BASEMENT CONFERENCE ROOM A. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, March 8, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding of the County’s scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by the Albany County Department of Mental Health (ACDMH).

RFP2
2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm’s experience with behavioral health clinic pharmacy services.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The Albany County Department of Mental Health Department (ACDMH) is requesting that the following scope of services be satisfactorily addressed by the proposer:

i) The proposer will identify and propose a satisfactory space in/ or in close proximity to 260 South Pear Street to construct the pharmacy and will develop and submit comprehensive design plans detailing the physical interface between the pharmacy services and the clinic services.

ii) The proposer will build out the designated space to meet all design specifications.

RFP3
iii) The proposer will hire and maintain professionally competent and duly licensed pharmacist staff necessary for the operation of the pharmacy during the hours of clinic operation Monday – Friday.

iv) The proposer will accept referrals from the ACDMH integrated outpatient clinic and Assertive Community Treatment Team and provide pharmacy services for patients expressing no pharmacy preference in order to increase customer convenience and thus improve medication adherence rates.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three (3) years from the date of a fully executed contract.

5.2 At the end of the initial three year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.
SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:
References - The References section must include references from similar type projects.

SECTION IV:
Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:
Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Mental Health. Proposals shall be evaluated based upon the following:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience serving the behavioral health population</td>
<td>40%</td>
</tr>
<tr>
<td>Experience with developing a behavioral health pharmacy</td>
<td>35%</td>
</tr>
<tr>
<td>Demonstrated understanding of NYS system of care</td>
<td>15%</td>
</tr>
<tr>
<td>References from past customers/business associates</td>
<td>10%</td>
</tr>
</tbody>
</table>

RFP5
8.3 Proposals will be examined and evaluated by the Albany County Department of Mental Health (ACDMH) with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: Not used

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, Room 820  
Albany, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: Karen.storm@albanycounty.ny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.
SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker’s Compensation and Employer’s Liability Insurance**: A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance**: A policy or policies of insurance 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.
(c) **General Liability Insurance**: A policy or policies or comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</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>

(d) **Professional Liability Insurance**: A policy or policies with limits not less than $1,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

**SECTION 16: REMEDY FOR BREACH**

16.1 In the event of a breach by CONTRACTOR, 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 contract work, together with the COUNTY’s own costs incurred in procuring a substitute contractor.
SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer 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 their 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 contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation,
to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

20.3 TERMINATION

a. Upon the COUNTY’S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of $100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

Or

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: Not used

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

RFP12
SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer 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.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement
setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Section not in use

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder 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. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder’s own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment “E”).

SECTION 28: Not used
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHARMACY SERVICES
RFP Number: 2019-037

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

(a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

(b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

CP1
(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Proposal:

   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)

7. Communication concerning this Proposal shall be addressed to:

   ____________________________________________
   ____________________________________________
   ____________________________________________

   Phone: ____________________________________

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHARMACY SERVICES
RFP Number: 2019-037

COMPANY: ________________________________

ADDRESS: ________________________________

CITY, STATE, ZIP: __________________________

TEL. NO.: ________________________________

FAX NO.: ________________________________

FEDERAL TAX ID NO.: ______________________

REPRESENTATIVE: __________________________

E-MAIL: ________________________________

SIGNATURE AND TITLE __________________________

DATE ________________________________

CP3
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph “A” above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph “A” of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

______________________________
Signature

______________________________
Title

______________________________
Date

______________________________
Company Name
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF __________________________ )
COUNTY OF __________________________ ) SS.:  

On this ______ day of __________________________, 20___, before me personally appeared __________________________________________, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

________________________________________
Notary Public, State of __________________________

Qualified in __________________________

Commission Expires __________________________

If Corporation:

STATE OF __________________________ )
COUNTY OF __________________________ ) SS.:  

On this ______ day of __________________________, 20___, before me personally appeared __________________________________________ to me known, who, being by me sworn, did say that he resides at (gives address) __________________________________________; that he is the (gives title) __________________________________________ of the (name of corporation) __________________________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

________________________________________
Notary Public, State of __________________________

Qualified in __________________________

Commission Expires __________________________

If Partnership:

STATE OF __________________________ )
COUNTY OF __________________________ ) SS.:  

On the ______ day of __________________________, 20___, before me personally came __________________________________________, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of __________________________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

________________________________________
Notary Public, State of __________________________

Qualified in __________________________

Commission Expires __________________________
ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   □ PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME

3. IDENTIFICATION NUMBERS
   a) FEIN #
   b) DUNS #

4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

7. TELEPHONE NUMBER

8. FAX NUMBER

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
   Name
   Title
   Telephone Number
   Fax Number
   e-mail

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.
   a) NAME   TITLE   b) NAME   TITLE
   c) NAME   TITLE   d) NAME   TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.
   □ Yes  □ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   □ Yes  □ No
   a) An elected or appointed public official or officer?
      List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service

   □ Yes  □ No
   b) An officer of any political party organization in Albany County, whether paid or unpaid?
      List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.
16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR OWNERSHIP CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;  
      2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;  
      3. entered into an agreement to a voluntary exclusion from bidding/contracting;  
      4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;  
      5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements or previously held contract;  
      6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;  
      7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;  
      8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or  
      9. had a local, state or federal government contract suspended or terminated prior to the completion of the term of the contract.

   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct.

   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

      1. federal, state or local health laws, rules or regulations.

   ☐ Yes ☐ No

---

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALITIES SECURED BY ANY GOVERNMENTAL AGENCY?

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

   ☐ Yes ☐ No

---

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

   a) file returns or pay any applicable federal, state or city taxes?
      Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   b) file returns or pay New York State unemployment insurance?
      Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

   c) Property Tax
      Indicate the years the vendor failed to file.

   ☐ Yes ☐ No

---

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?

   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

   ☐ Yes ☐ No

---

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN VOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

   ☐ Yes ☐ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private)
      awarded;

   Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the
   negative action, any corrective action taken by the vendor and the name of the contracting agency.

---

1 “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any
   individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor;
   or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in
   clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the
   right to direct such entity's daily operations, that entity will be an “affiliate” for purposes of this questionnaire.
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

State of:          )
                  ) ss:
County of:        )

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
Address
City, State, Zip

Signature of Owner ___________________________
Printed Name of Signatory _______________________
Title

Sworn before me this ___ day of __________, 20___;

__________________________
Notary Public

__________________________
Printed Name

__________________________
Signature

__________________________
Date
Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

____________________________
Signature

____________________________
Title

____________________________
Date

____________________________
Company Name
Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County’s SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: ________________________________

Address: _________________________________________________

________________________________________________________

Phone Number(s): __________________________________________

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) [include any activities that have the potential to generate or prevent pollution and/or affect water quality]:

________________________________________________________

Description of where the work is to be performed within Albany County facilities:

________________________________________________________

________________________________________________________

Signature

________________________________________________________

Printed Name

________________________________________________________

Title

________________________________________________________

Date
PROFESSIONAL SERVICES AGREEMENT

Between

ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

And

GENOA HEALTHCARE, LLC

This Professional Services Agreement (the “Agreement”) is made as of September 1, 2019 (the “Effective Date”), by and between Albany County Department of Mental Health, a New York not-for-profit corporation (“ACDMH”) and Genoa Healthcare, LLC, a Pennsylvania limited liability company (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. ACDMH is located at 175 Green Street, Albany, NY 12202 (the “Facility”) and provides professional behavioral and mental health services.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the “Contractor Services”) to ACDMH; and ACDMH desires that Contractor provide the Contractor Services.

D. ACDMH and Contractor have negotiated this Agreement at arm’s length and have entered into a lease agreement (the “Lease”) of even date hereof, or shall enter into the Lease as otherwise permitted in this Agreement, also negotiated at arm’s length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from ACDMH in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

1. Obligations of Contractor.

1.1 Duties. Contractor shall provide the Contractor Services to ACDMH patients.

1.2 Standard of Practice. Contractor and Contractor’s employees and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.
2. **Obligations of ACDMH.**

2.1 **Reservation.** ACDMH and Contractor acknowledge and agree that ACDMH's patients are free to utilize the pharmacy or pharmacies of their choice for the fulfillment of prescriptions written by ACDMH staff. However, ACDMH believes that Contractor provides a superior level of pharmacy care for ACDMH's patients and therefore uses Contractor for pharmacy services where ACDMH patients express that they have no pharmacy preference.

2.2 **Data.** Upon execution of this Agreement, ACDMH shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by ACDMH. ACDMH agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor. Further, ACDMH shall program Contractor as the first selection in any e-prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by ACDMH.

2.3 **Covenant.** ACDMH promises that during the term of this Agreement, and for two (2) years after expiration or termination of this Agreement, ACDMH will not enter into any agreement with a party who provides on-site pharmacy services that are substantially the same as the Contractor Services. The Parties hereby acknowledge and agree that the violation of this restrictive covenant will severely damage Contractor's business. Therefore, the Parties agree that Contractor is entitled to injunctive relief against ACDMH upon any breach of this covenant, without the necessity of posting any bond in cash or otherwise.

2.4 **Media.** ACDMH shall endeavor to notify Contractor either verbally and/or in writing prior to any press and/or media releases being issued that specifically reference Contractor.

3. **Contingency of Services and Lease.** The Parties agree that execution of this Agreement is contingent upon execution of the Lease, and it is the intent of the Parties that this Agreement and the Lease be executed simultaneously. In the event the Parties cannot execute this Agreement and the Lease simultaneously, then this Agreement and the Lease shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Agreement and the Lease are executed within two (2) days of the execution of the other.

4. **Term.** Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term") and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a "Renewal Term", and collectively with the Initial Term, the "Term") immediately following the end of the then expiring term under the same terms and conditions set forth herein.
5. **Relationship of the Parties.** Except as otherwise set forth in this Agreement, the relationship created by this Agreement between ACDMH and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between ACDMH and Contractor.

6. **Compliance with Applicable Law.**

   6.1 **General Compliance.** ACDMH and Contractor shall comply with all applicable state and federal laws, including, without limitation, all applicable nondiscrimination, worker’s compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws).

   6.2 **Compliance with Healthcare Laws.** ACDMH and Contractor hereby covenant that in performing their respective obligations under this Agreement, they will, and will cause their respective Affiliates to, comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement, the parties’ obligations under this Agreement, and the obligations of their respective Affiliates contemplated by this Agreement, are subject with respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. § § 1320a-7, 1320a-7a and 1320a-7b(b), commonly referred to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the “Federal Anti-Kickback Statute,” respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the “Federal False Claims Act,” and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances ("Healthcare Laws"). ACDMH and Contractor hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in material violations of any Healthcare Law by either party in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement.

   6.3 **HIPAA Compliance.** In connection with the provision of the Contractor Services under this Agreement, ACDMH and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”).
7. **Indemnification and Hold Harmless.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such other Party’s shareholders, directors, members, managers, officers, employees, agents and representatives (the "Indemnified Party"), from any third-party liability, damage, loss, cost, including reasonable attorneys’ fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. **Liability Insurance.**

8.1 **Coverage.** Contractor shall maintain professional liability insurance covering Contractor’s performance of Contractor Services under this Agreement in the amount of $1,000,000 per occurrence and $3,000,000 in the aggregate annually.

8.2 **Evidence of Coverage.** As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to ACDMH within a reasonable period of time following receipt of a written request from ACDMH.

8.3 **General Liability Insurance.** ACDMH shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor.

9. **Confidentiality.**

9.1 **Confidential Information.** ACDMH and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives"); or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information") without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereeto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

9.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

10. **Consideration.**
10.1 Monthly Fee. During the Initial Term, ACDMH shall pay Contractor the fee set forth on Exhibit B, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and ACDMH shall renegotiate such fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Contractor Services, represents fair market value payment for the Contractor Services.

10.2 Invoice and Payment. Contractor shall submit to ACDMH, by the tenth (10th) day of the month, an invoice for the preceding month's Contractor Services. ACDMH shall pay the above-specified consideration which shall be tendered by the twenty fifth (25th) day of the month after the month in which the Contractor Services were provided. Late payments shall accrue interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

11. Termination.

11.1 Termination of Lease. Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to ACDMH specifying the date of such termination.

11.2 Termination without Cause. Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Agreement is terminated by either Party within the first year of the Initial Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Agreement was executed.

11.3 Termination for Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

12. Records Disclosure. This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x(v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the "Secretary") or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available,
upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

13. **Dispute Resolution.** In the event of any arbitral dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. Should such attempts at resolution prove unsuccessful within a reasonable period after the meeting of the Parties, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration conducted in Albany, New York by a single arbitrator selected by the Parties in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation usually helps Parties to settle their dispute. Therefore, any Party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties.

The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The provisions of this Section 13 shall survive the termination of this Agreement. Notwithstanding any provision in this Agreement to the contrary, either Party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Also notwithstanding any provision herein to the contrary, either Party (without waiving any remedy under this Agreement), in addition to any remedies at law or in equity to which the non-breaching Party may be entitled, shall be entitled to seek from any court having jurisdiction emergency, interim or provisional relief claimed as necessary to protect the rights, property or other interests of that Party pending the establishment of the arbitration tribunal and rendering of the arbitration award, including, without limitation, in the event of a breach by a Party of any of its duties or obligations pursuant to Section 9 of this Agreement.

14. **Miscellaneous.**

14.1 **Entire Agreement.** This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

14.2 **Amendment.** This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

14.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.
14.4 Severability. The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

14.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

14.6 Waiver. A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.7 Notices. All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

Albany County Department of Mental Health

Attention: Stephen J. Giordano, Ph.D., Director
175 Green Street
Albany, NY 12202
Phone: (518) 447-4537
Fax: (518) 447-4577

Genoa Healthcare, LLC

Attention: General Counsel
707 S. Grady Way
Suite 700
Renton, WA 98057
Phone: 253-218-0830
Fax: 253-218-0835

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.

***************

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

Albany County Department of Mental Health

By: ________________________________
Its: Director

Genoa Healthcare, LLC

By: ________________________________
Its: Chief Executive Officer
EXHIBIT A

List of Contractor Services

1. Contractor shall provide pharmacy services to ACDMH clients.

2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management, or other indigent care programs will be available, if applicable, approximately 90 days after the first prescription is filled.

3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
   
   a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of New York policies and procedures.

   b. Contractor Services shall include, but shall not be limited to:
      
      i. dispensing medications in accordance with prescriptions written by licensed practitioners;

      ii. billing patients and third party payors for medications dispensed;

      iii. acting as liaison with pharmaceutical representatives;

      iv. consulting with ACDMH staff and ACDMH patients' medical charts as needed regarding patients' questions and concerns related to medications prescribed;

      v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;

      vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;

      vii. disposal of medications, excluding controlled substances, in accordance with applicable laws and regulations;

      viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;

      ix. assist ACDMH in maintaining a perpetual inventory of ACDMH's sample medications;
x. to the extent permitted by the New York Board of Pharmacy, serve as ACDMH's agent, [and as the agent for the properly authorized prescribers,] in connection with the storage and dispensing of sample medications;

xi. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);

xii. provide consultant pharmacist services as specified in Exhibit C, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit B to this Agreement.

c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.
EXHIBIT B

Fees

1) Consulting Pharmacist Fees:

a) Contractor shall bill ACDMH for consultant pharmacist services at a rate of $75.00 per hour. Charges shall include time spent by the pharmacist preparing reports, inspecting facilities, attending meetings, collecting information, and developing policies for ACDMH. Contractor shall not bill ACDMH for the consultant pharmacist's periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.

b) There are no separate fees for consulting with ACDMH staff or individual patients about medications.
EXHIBIT C

Pharmacy Consultant Services

Contractor shall at the written request of ACDMH:

a. Provide a consulting pharmacist to the ACDMH’s Crisis Stabilization Unit for the purpose of monitoring the Unit Medication Room and the Emergency Drug Box on a monthly basis. The consultant pharmacist shall issue a monthly report on the findings.

b. Provide a consultant pharmacist to participate and implement the decisions of the ACDMH’s Pharmacy & Therapeutics Committee.

c. Provide a consultant pharmacist to review of issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the ACDMH.

d. Provide a consultant pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.

e. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the ACDMH staff, and problems identified through quality improvement activities, and other sources, as applicable.

f. Provide a consultant pharmacist to perform quarterly inspections of medication storage in residential programs.

g. Provide a consulting pharmacist to aid in the review and implementation of ACDMH’s Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.

h. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.
Genoa Healthcare, LLC  
707 S. Grady Way  
Suite 700  
Renton, WA 98057  
ATTENTION: General Counsel

To Whom It May Concern:

Please be advised that I hereby designate Genoa Healthcare, LLC, a Pennsylvania limited liability company, to serve as my agent for the purpose of storing and dispensing samples, and assisting with Prior Authorizations (PA) within the Community Mental Health Center ("ACDMH") operated by Albany County Department of Mental Health, at 175 Green Street, Albany, NY 12202. As my agent, Genoa Healthcare, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa Healthcare, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

______________________________

Signature of Medical Director

Name: ____________________________ Title: ____________________________

Agreed to and accepted this _____ day of ____________, 2019.
September 1, 2019

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow Albany County to apply for the FY 2019 Emergency Management Performance Grant with the Division of Homeland Security and Emergency Services. This grant is part of the ongoing SHSP (State Homeland Security Program) grant program. We were recently notified of our 2019 allocation under this program. While we don’t actually apply to receive this grant, we must submit an application form showing how the money will be spent on emergency management functions. We expect to receive the application documents soon.

The grant award allocated for Albany County is $116,085.00 and covers the grant period 10/1/2018-9/30/2021. We usually receive this grant every year but there is no guarantee the program will continue in the future. Last year we received a grant of $117,970.00. These grant funds will be utilized to cover equipment, supplies and preparedness items used in our ongoing emergency management activities. The grant has a 50% matching requirement. We will use salaries of our emergency management personnel as the match.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: AUGUST 29, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF’S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPITION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) X

TO APPLY FOR THE FY2019 EMPG GRANT- EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE AMOUNT OF $116,085.

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING

GRANT: NEW X
RENEWAL
SUBMISSION DEADLINE DATE 10/1/2019

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

JOHN P MELVILLE, COMMISSIONER
DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES
1220 WASHINGTON AVENUE, BLDG 7A, SUITE 710, ALBANY 12242

AMOUNT/RATE SCHEDULE/FEE:
$ 116,085.00 (50% MATCH FUNDING)

TERM: 10/1/2018 - 9/30/2021

SCOPE OF SERVICES: SUPPORTS PLANNING AND EMERGENCY MANAGEMENT FUNCTIONS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO X
FUNDING SOURCE: NYS DIVISION OF HOMELAND SECURITY (DHSES)

COUNTY BUDGET ACCOUNTS:
REVENUE: A33110.04305 - CIVIL DEFENSE

APPROPRIATION: A33110.22750 (SECURITY EQUIPMENT)
BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X
IF MANDATED CITE AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES NO X
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL
STATE 50%
COUNTY 50%

TERM/LENGTH OF FUNDING 10/1/2018 - 9/30/2021

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 560 OF 2018 COPY ATTACHED
DATE OF ADOPTION: 12/3/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
SUPPORTS EMERGENCY MANAGEMENT OFFICE AND ITS PROGRAMS PER AWARD LETTER
DATED 8/26/2019 (ATTACHED)

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
August 28, 2019

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 306
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to inform you that Albany County is awarded $116,085 under the FY2019 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. The performance period for this grant is from October 1, 2018 through September 30, 2021.

The FY2019 EMPG application documents and grant guidance are being sent to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than September 27, 2019. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (888) 837 9133.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Brian Wood, Commander, Albany County Emergency Management
Thomas M. Remmert, Deputy Director, Albany County Emergency Management
September 2, 2019

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is being requested to enter into an intergovernmental agreement in which Albany County relinquishes claim to funds from the 2019 Byrne Justice Assistance Grant (JAG) Program Award and authorizes the City of Albany to accept and allocate these grant funds for various law enforcement programs.

The amount of the award is $66,741.00, of which there is no fiduciary responsibility to the County of Albany.

This process was previously approved by the Albany County Legislature for a 2018 Award in resolution 2018-414.

Should there be any questions, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
    Hon. Paul Miller, Public Safety Chairman
    Hon. Wanda Willingham, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: SEPTEMBER 3, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER (STATE BRIEFLY)

WE WILL ENTER INTO AN INTERMUNICIPAL AGREEMENT BETWEEN ALBANY COUNTY AND THE
CITY OF ALBANY TO ALLOW THE CITY OF ALBANY TO RECEIVE THE 2019 JAG GRANT IN THE
AMOUNT OF $ 66,741.00
CONCERNING CONTRACT AUTHORIZATION (CONTD)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: ____________________________
PARTY (NAME/ADDRESS):
______________________________________________________
______________________________________________________
______________________________________________________

AMOUNT/RATE SCHEDULE/FEE:

TERM: _________________________________________________
SCOPE OF SERVICES: ____________________________________
______________________________________________________
______________________________________________________

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES ______ NO _____
FUNDING SOURCE: _______________________________________
COUNTY BUDGET ACCOUNTS: _____________________________
REVENUE: ____________________________________________
APPROPRIATION: _______________________________________
BOND (RES. NO. & DATE OF ADOPTION): ________________

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES ______ NO X _____
IF MANDATED CITE: AUTHORITY _______________________
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES ______ NO X _____
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
____________________________________________________
____________________________________________________

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL _____________________________________________
STATE ______________________________________________
COUNTY _____________________________________________
TERM/LENGTH OF FUNDING __________________________________

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 414 OF 2018 COPY ATTACHED
DATE OF ADOPTION: ADOPTED 9/12/16

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
COUNTY OF ALBANY AGREES THAT THE CITY OF ALBANY SHALL RECEIVE THE TOTAL OF
THE 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD IN THE AMOUNT OF
$66,741.00

____________________________________________________
____________________________________________________
____________________________________________________

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)
____________________________________________________
____________________________________________________
____________________________________________________
____________________________________________________

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
GMS APPLICATION NUMBER: 2019-H4281-NY-DJ
The State of New York
County of Albany Know by all these present

INTERMUNICIPAL AGREEMENT
BETWEEN the County of Albany and the City of Albany, New York

2019 Byrne Justice Assistance Grant (JAG) Program Award 2019-H4281-NY-DJ
This Agreement is made and entered into this____ day of_______, 2019 by and between the
COUNTY of ALBANY, acting by and through its governing body, the Albany County
Legislature; the CITY of ALBANY, acting by and through its governing body, the Albany
Common Council of Albany County, State of New York, witnesseth:

WHEREAS, this Agreement is made under the authority of the General Municipal Law section
119-o; and

WHEREAS, each governing body, in performing governmental functions or in paying for the
performance of governmental functions hereunder, shall make that performance or those
payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best
interests of all parties, that the undertaking will benefit the public, and that the division of costs
fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the parties to this Agreement believe it to be in their best interests to accept and
allocate JAG funds; and

WHEREAS, the parties to this Agreement have agreed to let the City of Albany be their agent
for the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the County of Albany agrees, if the amount of $66,741.00 is provided from JAG,
that the City of Albany shall receive a total of $66,741.00 from the JAG award to be allocated as
listed in sections 1 and 2 of this document for various law enforcement programs.

NOW THEREFORE, the parties to this Agreement agree as follows:
Section 1.
COUNTY of ALBANY agrees that the CITY of ALBANY shall receive the total of
The 2019 JAG funds.

Section 2.
CITY of ALBANY agrees that the COUNTY of ALBANY will receive NO FY 2019 JAG funds

CITY of ALBANY

__________________________
ATTEST: APPROVED AS TO FORM: Mayor

(STATE OF NEW YORK
COUNTY OF ALBANY)

On this ____ day of ________, 2019, before me personally came Katherine M. Sheehan,
known to me, who, being by me duly sworn, depose and says that she is the Mayor of the City
of Albany, NY, the entity which executed the above instrument; that she was authorized by and
did execute the same at the direction of said entity and that s/he signed his/her name thereto.

__________________________
Notary Public

COUNTY of ALBANY,

__________________________
ATTEST: APPROVED AS TO FORM: County Executive

(STATE OF NEW YORK
COUNTY OF ALBANY)

On this ____ day of ________, 2019, before me personally came Daniel P. McCoy,
known to me, who, being by me duly sworn, depose and says that s/he is the County Executive
of Albany County, NY, the entity which executed the above instrument; that s/he was authorized
by and did execute the same at the direction of said entity and that s/he signed his/her name
thereto.

__________________________
Notary Public
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. 280 of 2017 and authorize the conveyance of this tax foreclosed property. 
Click or tap here to enter text.

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
File #: TMP-1028, Version: 1

☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

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

Contract Terms/Conditions:

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

Additional Parties (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.
Justification: (state briefly why legislative action is requested)
Requesting legislative action to rescind authorization of the the 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 discretionally conveyed by the County to individuals or entities for economic development purposes" "The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability"
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
9/4/2019

Dear Michael Mclaughlin

I Shaquana Terrell reside at 583 Delaware Ave located in Albany New York.

Shaquana S Terrell
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:

<table>
<thead>
<tr>
<th>VALUE PREMISE</th>
<th>INTEREST APPRAISED</th>
<th>DATE OF VALUE</th>
<th>CONCLUSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>As-Is</td>
<td>Fee Simple</td>
<td>June 28, 2019</td>
<td>$5,500</td>
</tr>
</tbody>
</table>

Respectfully Submitted,

Michael R. DiMura, MAI
General Certified Appraiser
NYS License # 46-6406
## COUNTY OF ALBANY
### Real Estate Tax Statement

**PARCEL:** 0750670002044000000

**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:**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST CHARGE</th>
<th>BILL</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>RE-E</td>
<td>4945</td>
<td>ALBANY SCH</td>
<td>1,179.94</td>
<td>1,179.94</td>
<td>141.59</td>
<td>1,321.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5% PERCENT</td>
<td>59.00</td>
<td>59.00</td>
<td>.00</td>
<td>59.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MAILING CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>225.00</td>
<td>225.00</td>
<td>.00</td>
<td>225.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,464.94</td>
<td>1,464.94</td>
<td>141.59</td>
<td>1,606.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,464.94</td>
<td>1,464.94</td>
<td>141.59</td>
<td>1,606.53</td>
</tr>
</tbody>
</table>

### INTEREST DATE: 07/30/2019

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST CHARGE</th>
<th>BILL</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>RE-1</td>
<td>7531</td>
<td>ALBANY PRO</td>
<td>725.82</td>
<td>725.82</td>
<td>239.52</td>
<td>965.34</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5 PERCENT</td>
<td>48.43</td>
<td>48.43</td>
<td>.00</td>
<td>48.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALBANY WAT</td>
<td>242.79</td>
<td>242.79</td>
<td>80.12</td>
<td>322.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MAILING CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,018.04</td>
<td>1,018.04</td>
<td>319.64</td>
<td>1,337.68</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,018.04</td>
<td>1,018.04</td>
<td>319.64</td>
<td>1,337.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST CHARGE</th>
<th>BILL</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>RE-E</td>
<td>3582</td>
<td>ALBANY SCH</td>
<td>1,118.39</td>
<td>1,118.39</td>
<td>402.62</td>
<td>1,521.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5% PERCENT</td>
<td>55.92</td>
<td>55.92</td>
<td>.00</td>
<td>55.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MAILING CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,175.31</td>
<td>1,175.31</td>
<td>402.62</td>
<td>1,577.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,175.31</td>
<td>1,175.31</td>
<td>402.62</td>
<td>1,577.93</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST CHARGE</th>
<th>BILL</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>RE-1</td>
<td>70217</td>
<td>ALBANY PRO</td>
<td>2,093.92</td>
<td>2,093.92</td>
<td>942.26</td>
<td>3,036.18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5 PERCENT</td>
<td>117.94</td>
<td>117.94</td>
<td>.00</td>
<td>117.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALBANY WAT</td>
<td>264.92</td>
<td>264.92</td>
<td>119.21</td>
<td>384.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MAILING CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>BILL</td>
<td>BILLED</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
<td>TOTAL DUE</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>----------</td>
<td>---------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>RE-1</td>
<td>7547</td>
<td>2,096.29</td>
<td>2,096.29</td>
<td>1,194.89</td>
<td>3,291.18</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>119.60</td>
<td>119.60</td>
<td>.00</td>
<td>119.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>295.74</td>
<td>295.74</td>
<td>168.57</td>
<td>464.31</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,512.63</td>
<td>2,512.63</td>
<td>1,363.46</td>
<td>3,876.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,512.63</td>
<td>2,512.63</td>
<td>1,363.46</td>
<td>3,876.09</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>RE-1</td>
<td>8374</td>
<td>2,011.80</td>
<td>2,011.80</td>
<td>1,388.14</td>
<td>3,399.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>137.89</td>
<td>137.89</td>
<td>.00</td>
<td>137.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>366.98</td>
<td>366.98</td>
<td>253.22</td>
<td>620.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>378.98</td>
<td>378.98</td>
<td>261.50</td>
<td>640.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,896.65</td>
<td>2,896.65</td>
<td>1,902.86</td>
<td>4,799.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,896.65</td>
<td>2,896.65</td>
<td>1,902.86</td>
<td>4,799.51</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>LIEN</td>
<td>1576</td>
<td>4,180.82</td>
<td>4,180.82</td>
<td>1,588.71</td>
<td>5,769.53</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4,180.82</td>
<td>4,180.82</td>
<td>1,588.71</td>
<td>5,769.53</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>LIEN</td>
<td>2035</td>
<td>2,458.62</td>
<td>2,458.62</td>
<td>1,991.48</td>
<td>4,450.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>290.00</td>
<td>290.00</td>
<td>.00</td>
<td>290.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,898.62</td>
<td>2,898.62</td>
<td>1,991.48</td>
<td>4,890.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,898.62</td>
<td>2,898.62</td>
<td>1,991.48</td>
<td>4,890.10</td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>LIEN</td>
<td>1646</td>
<td>3,185.34</td>
<td>3,185.34</td>
<td>2,962.37</td>
<td>6,147.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3,185.34</td>
<td>3,185.34</td>
<td>2,962.37</td>
<td>6,147.71</td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>BILL</td>
<td>INST</td>
<td>CHARGE</td>
<td>BILL</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>2012</td>
<td>LIEN</td>
<td>2250</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>4,097.64</td>
<td>4,097.64</td>
<td>2,048.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,247.64</td>
<td>4,247.64</td>
<td>2,048.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,247.64</td>
<td>4,247.64</td>
<td>2,048.82</td>
</tr>
<tr>
<td>2011</td>
<td>LIEN</td>
<td>1842</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>3,784.10</td>
<td>3,784.10</td>
<td>2,800.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,934.10</td>
<td>3,934.10</td>
<td>2,800.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,934.10</td>
<td>3,934.10</td>
<td>2,800.23</td>
</tr>
<tr>
<td>2011</td>
<td>LIEN</td>
<td>2847</td>
<td>1</td>
<td>ALB LIENS</td>
<td>2,957.86</td>
<td>2,957.86</td>
<td>3,105.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,957.86</td>
<td>2,957.86</td>
<td>3,105.75</td>
</tr>
<tr>
<td>2010</td>
<td>LIEN</td>
<td>1896</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>5,841.28</td>
<td>5,841.28</td>
<td>4,322.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,991.28</td>
<td>5,991.28</td>
<td>4,322.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,991.28</td>
<td>5,991.28</td>
<td>4,322.55</td>
</tr>
<tr>
<td>2010</td>
<td>LIEN</td>
<td>2497</td>
<td>1</td>
<td>ALB LIENS</td>
<td>3,017.44</td>
<td>3,017.44</td>
<td>3,530.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,017.44</td>
<td>3,017.44</td>
<td>3,530.40</td>
</tr>
<tr>
<td>2009</td>
<td>LIEN</td>
<td>2212</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>5,339.20</td>
<td>5,339.20</td>
<td>4,591.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>100.00</td>
<td>100.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,439.20</td>
<td>5,439.20</td>
<td>4,591.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,439.20</td>
<td>5,439.20</td>
<td>4,591.71</td>
</tr>
<tr>
<td>2002</td>
<td>LIEN</td>
<td>834</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>2,855.25</td>
<td>2,855.25</td>
<td>2,404.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LEGAL CHAR</td>
<td>281.00</td>
<td>281.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MAIL CHARG</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ADVERTISING</td>
<td>20.00</td>
<td>20.00</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MAIL CHARG</td>
<td>15.00</td>
<td>15.00</td>
<td>.00</td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>BILL</td>
<td>CHARGE</td>
<td>INST</td>
<td>BILLED</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>------</td>
<td>--------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,172.25</td>
<td>3,172.25</td>
<td>2,404.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,172.25</td>
<td>3,172.25</td>
<td>2,404.45</td>
</tr>
<tr>
<td>2002</td>
<td>LIEN</td>
<td>1</td>
<td>ALB LIENS</td>
<td>1663</td>
<td>1,744.90</td>
<td>1,744.90</td>
<td>2,844.19</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,744.90</td>
<td>1,744.90</td>
<td>2,844.19</td>
</tr>
</tbody>
</table>

GRAND TOTALS: 52,314.80  52,314.80  37,382.30  89,697.10

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). THE 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 Avenue, 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 1, 2019
Albany, New York
EV 3/9, 5/16/19
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. 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):
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)

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 ☐
**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.

More over, 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>D.O.B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Kolath</td>
<td>12/15/99</td>
</tr>
<tr>
<td>Alexander Kolath</td>
<td>05/09/01</td>
</tr>
<tr>
<td>Diana Kolath</td>
<td>12/31/02</td>
</tr>
<tr>
<td>Victoria Kolath</td>
<td>05/05/05</td>
</tr>
</tbody>
</table>

Yours truly,

Annie Kolath  
708 Riverview Rd,  
Rexford, NY 12148
PARCEL: 11000200010030020000
LOCATION: VAN WIES POINT RD

OWNER: GEORGE MATHAI K
PO BOX 5759
ALBANY NY 12205

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 06/30/2019

<table>
<thead>
<tr>
<th>YEAR</th>
<th>INST</th>
<th>TYPE</th>
<th>BILL</th>
<th>BILLED</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>RE-3</td>
<td>Bethlehem</td>
<td>2095</td>
<td>5,010.68</td>
<td>5,010.68</td>
<td>250.53</td>
<td>5,261.21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,010.68</td>
<td>5,010.68</td>
<td>250.53</td>
<td>5,261.21</td>
</tr>
<tr>
<td>2018</td>
<td>RE-3</td>
<td>Bethlehem</td>
<td>2192</td>
<td>4,915.64</td>
<td>4,915.64</td>
<td>835.66</td>
<td>5,751.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mailing CH</td>
<td></td>
<td>4,916.64</td>
<td>4,916.64</td>
<td>835.66</td>
<td>5,752.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,916.64</td>
<td>4,916.64</td>
<td>835.66</td>
<td>5,752.30</td>
</tr>
<tr>
<td>2017</td>
<td>Lien</td>
<td>Bethlehem TL</td>
<td>83</td>
<td>4,871.34</td>
<td>4,871.34</td>
<td>1,412.69</td>
<td>6,284.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Legal Char</td>
<td></td>
<td>225.00</td>
<td>225.00</td>
<td>1,412.69</td>
<td>6,509.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,096.34</td>
<td>5,096.34</td>
<td>1,412.69</td>
<td>6,509.03</td>
</tr>
<tr>
<td>2016</td>
<td>Lien</td>
<td>Bethlehem TL</td>
<td>82</td>
<td>4,839.24</td>
<td>4,839.24</td>
<td>1,984.09</td>
<td>6,823.33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Legal Char</td>
<td></td>
<td>150.00</td>
<td>150.00</td>
<td>1,984.09</td>
<td>6,973.33</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,989.24</td>
<td>4,989.24</td>
<td>1,984.09</td>
<td>6,973.33</td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>BILL</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
<td>TOTAL DUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>----------</td>
<td>---------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>LIEN</td>
<td>61</td>
<td>4,826.37</td>
<td>2,557.98</td>
<td>7,384.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4,977.37</td>
<td>4,977.37</td>
<td>7,535.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4,977.37</td>
<td>2,557.98</td>
<td>7,535.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>LIEN</td>
<td>525</td>
<td>8,338.32</td>
<td>5,419.91</td>
<td>13,758.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,338.32</td>
<td>5,419.91</td>
<td>13,758.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,488.32</td>
<td>8,488.32</td>
<td>13,908.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,488.32</td>
<td>8,488.32</td>
<td>13,908.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>LIEN</td>
<td>144</td>
<td>8,121.61</td>
<td>6,253.64</td>
<td>14,375.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,121.61</td>
<td>6,253.64</td>
<td>14,375.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,562.61</td>
<td>8,562.61</td>
<td>14,816.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,562.61</td>
<td>8,562.61</td>
<td>14,816.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>LIEN</td>
<td>359</td>
<td>7,801.72</td>
<td>6,943.53</td>
<td>14,745.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7,801.72</td>
<td>6,943.53</td>
<td>14,745.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7,951.72</td>
<td>7,951.72</td>
<td>14,895.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7,951.72</td>
<td>7,951.72</td>
<td>14,895.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>LIEN</td>
<td>1047</td>
<td>7,682.62</td>
<td>7,729.24</td>
<td>15,411.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7,682.62</td>
<td>7,729.24</td>
<td>15,411.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>LIEN</td>
<td>82</td>
<td>7,497.76</td>
<td>8,424.47</td>
<td>15,922.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7,497.76</td>
<td>8,424.47</td>
<td>15,922.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>BILL</td>
<td>INST</td>
<td>CHARGE</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
<td>TOTAL DUE</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>----------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>65,173.30</td>
<td>65,173.30</td>
<td>41,811.74</td>
<td>106,985.04</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
**DEPARTMENT:** Management and Budget

**ADDRESS:** Room 1200 112 State Street

<table>
<thead>
<tr>
<th>ORG</th>
<th>OBJECT</th>
<th>PROJECT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>00690</td>
<td></td>
<td>VAN WIES POINT RD REALLOCATION</td>
<td>$106,985.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>110.02-1-3.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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:**

---

*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 Mathia 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.*
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 Kolah George

Date of Death: June 14, 2009

Domicile of Decedent: Clifton Park, NY, County of Saratoga

Educaary Appointed: Annie Mathai Kolah

Mailing Address:
708 River Road
Rexford NY

Type of Letters Issued: LETTERS TESTAMENTARY

Letters Issued On: November 16, 2009

Limitations: Pursuant to SCPA 701 and Uniform Rules for Surrogate’s Court 207.38, 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. Harry W. Seibert, 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
Last Will and Testament

I, MATHAII 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, to wit: namely following that is to say:

FIRST: I am married to ANNIE M. GEORGE and a SAIMOL 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 Executors 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, MATHAII 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, CHINNAMMA 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.
(e) 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 53640 Inlet Rd, Water Mill, NY

[Signature]
residing at 1159 CR 22, East Hampton
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on _____ D. 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

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,

ORDER

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 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:  
Justice of the Supreme Court
HON. EUGENE P. DEVINE, J.S.C.

I CERTIFY THAT REQUIREMENTS OF THIS ORDER HAVE BEEN COMPLIED WITH

ALBANY COUNTY CLERK

DATED: 7-11-08

Albany County Clerk
Document Number 10206193
Rev: 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.

Present: Hon. 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.

ORDER

Index No.

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 to assume and by no other name.

I CERTIFY THAT
REQUIREMENTS OF THIS
ORDER HAVE BEEN
COMPLIED WITH

HON. EUGENE P. DEVINE, J.S.C.
Justice of the Supreme Court

ALBANY COUNTY CLERK

ENTER:

6/6/08

7-17-08

Albany County Clerk

Document Number 10205193
Rcvd 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.

Present: Hon. 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.

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 COMPLIED WITH

BANY COUNTY CLERK

[Signature]

ENTER:

Justice of the Supreme Court

HON. EUGENE P. DEVINE, J.S.C.

Albany County Clerk
Document Number: 10206193
Rcv'd 06/11/2008 2:12:44 PM

7-17-08
At a Term of the Supreme Court of the State of New York, County of Albany, held at Albany, New York on ____, 2008.

Present: Hon. EUGÈNE 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.

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]

Justice of the Supreme Court

EUGENE P. DEVINE, J.S.C.

Albany County Clerk

Document Number 10206193
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


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.

ORDER

Index No.

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

[Signature]

Justice of the Supreme Court

Albany County Clerk

Document Number 10206193
Rcvd 06/11/2008 2:12:44 PM
HON. EUGENE P. DEVINE, J.S.C.
TAX LIEN FORECLOSURE SEARCH

Search Date  9/5/14  OHTA Number  A14-0922
Municipality  Town of Bethlehem  Index Number  7738-10
Foreclosure No.  0000070  Tax Map Number  110.02-1-3.2
Property Address  Van Wies Point Road, Town of Bethlehem
Date of Filing of List of Delinquent Taxes  December 2, 2010

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Mortgages</td>
<td>0</td>
</tr>
<tr>
<td>Assignments</td>
<td>0</td>
</tr>
<tr>
<td>Judgments</td>
<td>1</td>
</tr>
<tr>
<td>Federal Tax Liens</td>
<td>0</td>
</tr>
<tr>
<td>UCCs</td>
<td>0</td>
</tr>
<tr>
<td>State Tax Warrants</td>
<td>0</td>
</tr>
<tr>
<td>Leases</td>
<td>0</td>
</tr>
<tr>
<td>Other Liens</td>
<td>0</td>
</tr>
<tr>
<td>Other Interests</td>
<td>1</td>
</tr>
<tr>
<td>Estate Proceedings</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage Foreclosures</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

NOTE: Sage Estate Homeowners Association is shown for information only as the liens they hold are not on the subject parcel.
PARTIES HAVING AN INTEREST OF RECORD
ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES

A-1. OWNER(S) OF RECORD

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mathai</td>
<td>Van Wiss Point Road</td>
<td>Glenmont</td>
<td>NY</td>
<td>12077</td>
</tr>
</tbody>
</table>

A-2. ADDITIONAL ADDRESSEES

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Mathai</td>
<td>3550 Route 9 PO Box 5759</td>
<td>Hudson</td>
<td>NY</td>
<td>12534</td>
</tr>
<tr>
<td>3</td>
<td>Mathai</td>
<td>Sage Estate</td>
<td>Albany</td>
<td>NY</td>
<td>12205</td>
</tr>
<tr>
<td>4</td>
<td>Mathai</td>
<td>Sage Estate</td>
<td>Albany</td>
<td>NY</td>
<td>12204</td>
</tr>
</tbody>
</table>

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.
STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

<table>
<thead>
<tr>
<th>Sage Estate Homeowners Association, Inc.</th>
<th>c/o Capital Realty Management</th>
<th>PO Box 12725</th>
<th>Albany, NY 12212</th>
</tr>
</thead>
</table>

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.
LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

1. Sage Estate Homeowners Association, c/o Sage Estates Partners 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
3569 RTE 9
HUDSON NY 12534

Instrument: Deed

Document Number: 88512700Book: 2730 Page: 720

Grantor
SALAMIDA, FRANK E
SALAMANDA, KIMBERLY A

Grantee
GEORGE, MATHAI K

Number of Pages: 9

Amount: $247500.00

Filing Date/Time: 02/12/2003 at 2:19 PM

Receip Number: 34094

Note:
THIS PAGE CONSTITUTES THE CLERKS ENDORSMENT, REQUIRED BY SECTION 318A(5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.

Thomas G. Cingano, County Clerk
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 $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.

NORMAN P. FIVEL
Notary Public

Notary Public, State of New York
No. 4617281
Qualified in Rensselaer County
Commission Expires December 31, 2005

Np/Salamida/warranty deed
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. Mailus 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 336, and runs from said point of beginning.

S. 81° 07' E. and along the division line between lands of the mortgagor 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
northeastly corner thereof; thence

S. 4° 40' W. and along the easterly line of said dock 122.47 feet to the
southeastly 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, 46.59 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 80.62 feet; thence

S. 85° 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 40.60 feet; thence

N. 86° 06' 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 127.40 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 107.08 feet; the center line of said private road
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, 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° 13' 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
lo en iron pipe; thence

N. 78° 01' W. and along the said northerly line of lands of said Reed 338.26 feet
lo en iron pipe; thence

N. 74° 35' 28" W. and along the said northerly line of lands of said Reed 265.28
feet to the northerly line of lands of one Schmitt; 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. 110.26 feet to an iron pipe; thence N. 84° 55' 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. 60.76 feet to an iron pipe; thence N. 85° 29' E. 62.20 feet to an iron pipe; thence N. 85° 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. 278.38 feet to an iron pipe; thence N. 84° 10' E. 30.04 feet to an iron pipe; thence S. 88° 28' E. 128.08 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. 32.16 feet to an iron pipe; thence S. 58° 00' E. 22.63 feet to an iron pipe; thence S. 65° 25' E. 113.00 feet to an iron pipe standing on the westerly line of a private road; thence S. 70° 44' E. 11.90 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, Vans Wieze 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, 1931 and recorded on the same day in the Albany County Clerk's Office in Book 1693 of Deeds at page 453, which said parcel is more particularly bounded and described as follows:

BEGINNING at the southeasterly comer 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 269, 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' (263.59) feet to a point in a roadway; thence southwesterly with an interior angle of 238° 54' 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' (34.86) 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 2153 of Deeds at Page 990 on the south;

thence along said division line, the following 2 courses and distances:

1. S 85° 33' 35" W, 85.40 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 Homgren 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 87° 42' 00" W, 40.99 feet;
2. N 86° 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 56° 38' 00" W, 40.60 feet to an iron rebar;
6. N 86° 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 78° 01' 00" W, 338.26 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' 06" E, 91.11 feet to an iron pipe; 
6. N 72° 50' 45" E, 99.51 feet to an iron pipe; 
7. N 86° 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 
routes referred to in Deed from Mary L. Melius 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, 1926 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."
Albany County Clerk Document Search - Document Details

Search Date: 9/15/2014 10:35 AM
☐ ☑ Last Name Field Entry: georg
☐ ☑ First Name Field Entry: ma
☐ ☑ Name Selected: GEORGE MATHAI KOLATH
□ ☑ Instrument Type Selected: ALL

Instrument Type: Lien
Filing Date: 11/17/2009 10:40 AM
Document Number: 10534298

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

Document Location:
- Lien Flat File (Notice of Lending) - Lien Number: 33
- Amount - $4860.00

Related Documents:
Instrument Type: Lien
Filing Date: 07/01/2013 2:41 PM
Document Number: 11427769

Related Names:
GEORGE MATHAI KOLATH Debit or
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, Transcript of
Filing Date: 12/24/2012 3:34 PM
Document Number: 11301018

Related Names:
MAIN STREET ACQUISITION CORP Creditor
- 3715 DAVINCI COURT SUITE 200 NORCROSS GA 30092
GEORGE MATHAI Debtor
- 3 SAGE ESTATE ALBANY NY 12204
STEPHEN EINSTEIN & ASSOCIATES PC Attorney
- 20 VESEY STREET SUITE 1408 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:4601
Judgment Rendered - Orig Court:ALBANY CITY COURT

Related Documents:
Brandon Russell, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:
• Move funding within the 2019 budget to implement the unfunded mandates contained in the 2020 Criminal Justice Reform Legislation.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney
REQUEST FOR LEGISLATIVE ACTION

DATE: September 11, 2019

DEPARTMENT: Office of the District Attorney
Contact Person: Heather Orth
Telephone: 275 4704
Dept. Representative Attending
Committee Meeting: Heather Orth and/or David Soares, District Attorney

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See below) X
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING CONTRACT AUTHORIZATION (Cont’d)

STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

________________________

________________________

Amount/Rate Schedule/Fee:

Term:
Scope of Services:

Contract Funding:
Anticipated in Current Budget: Yes ___ No ___
Funding Source:
County Budget Accounts:
Revenue:
Appropriation:

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes X No ___
If Mandated Cite:
Anticipated in Current Adopted Budget: Yes X No ___
## APPROPRIATIONS

<table>
<thead>
<tr>
<th>ACCOUNT N°</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 1165</td>
<td>22050 COMPUTER EQUIPMENT</td>
<td>290,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>16401 005 CONFIDENTIAL SECRETARY</td>
<td>9,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>14923 001 COMM PROSECU COORD</td>
<td>7,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>15025 002 LEGAL SECRETARY</td>
<td>10,700.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>15025 003 LEGAL SECRETARY</td>
<td>7,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>16192 001 KEYBOARD SPECIALIST</td>
<td>13,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>14923 002 COMM PROSECU COORD</td>
<td>26,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>14022 001 CRIMINAL INVESTIG PT</td>
<td>13,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>15023 001 PARALEGAL</td>
<td>6,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>14020 001 CRIMINAL AUDITOR</td>
<td>17,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>11150 002 BUREAU CHF ASST DA</td>
<td>20,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12011 002 ASSISANT DA VI</td>
<td>5,700.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12014 003 ASSISANT DA III</td>
<td>39,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12015 002 ASSISANT DA II</td>
<td>11,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12015 003 ASSISANT DA II</td>
<td>1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12016 001 ASSISANT DA I</td>
<td>3,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12016 002 ASSISANT DA I</td>
<td>44,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12016 003 ASSISANT DA I</td>
<td>46,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A9 1165</td>
<td>12016 005 ASSISANT DA I</td>
<td>10,100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL APPROPRIATIONS

|           | 290,900.00 | 290,900.00 |     |       |     |

## ESTIMATED REVENUES

<table>
<thead>
<tr>
<th>ACCOUNT N°</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
</table>

### TOTAL ESTIMATED REVENUES

|           | 0.00 | 0.00 |          |           |         |

### GRAND TOTALS

|          | 290,900.00 | 290,900.00 |     |       |     |
September 3, 2019

Honorable Andrew L. Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Acceptance of Funds

Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff’s Office Request for Legislative Action.

Briefly, this request will authorize the Albany County Sheriff’s Office to accept unanticipated phone revenue that was generated during the months of September 2018 through February 2019. During that timeframe Global Tel*Link Corporation has agreed to reimburse Albany County Sheriff’s Office a total of One Hundred and Fifty-Five Thousand Dollars ($155,000.00). The County was notified of the signed Settlement Agreement and Mutual Release, dated as of July 19, 2019, therefore, we are requesting to increase appropriation line A93150.44070 Equipment Repair and Rental by $155,000.00

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel

437
REQUEST FOR LEGISLATIVE ACTION

DATE: September 3, 2019
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
Contact Person: Sheriff Craig D. Apple Sr.
Telephone: 487-5440
Dept. Representative Attending Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See below) X
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No: See Attached
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
Change Order/Contract Amendment
Purchase (Equipment / Supplies)
Lease (Equipment / Supplies)
Requirements
Professional Services X
Educational / Training
Grant:
New
Renewal
Submission Deadline Date
Settlement of a Claim
Release of Liability
Other: (State briefly)

LEGIS-01 (2/96)
CONCERNING CONTRACT AUTHORIZATION (Cont’d)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

*Global Tel*Link Corporation ("GTL")
2609 Cameren Street
Mobile, AL 36607

Amount/Rate Schedule/Fee:

$155,000.00

Term: 9/1/2018-2/1/2019

Scope of Services: **Accept unanticipated phone revenue at the Correctional Facility**

Contract Funding:
Anticipated in Current Budget: Yes ___ No X

Funding Source: ________________
County Budget Accounts: ________________
Revenue: **See Attached**
Appropriation: ________________
Bond (Res. No. & Date of Adoption) ________________

CONCERNING ALL REQUESTS:
Mandated Program / Service: Yes X No ___
If Mandated Cite: Authority ________________
Anticipated in Current Adopted Budget: Yes X No ___
If yes, indicate Revenue/Appropriation Accounts: ________________

Fiscal Impact - Funding: (Dollars or Percentages)
Federal ________________
State ________________
County 100% _____
Term/Length of Funding ________________

Previous Requests For Identical of Similar Action:
Resolution/Law Number: ________________
Date of Adoption: ________________
Justification: (State briefly why legislative action is requested)

**Accept unanticipated phone revenue at the Albany County Correctional Facility**

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: **Craig D. Apple Sr.**
Title: **Sheriff**

LEGIS-01 (2/96)
<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>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 3150</td>
<td>EQUIPMENT REPAIR &amp; RENTAL</td>
<td>155,000.00</td>
<td>0.00</td>
<td></td>
<td>CORRECTIONAL FACILITY</td>
<td></td>
</tr>
<tr>
<td>TOTAL APPROPRIATIONS</td>
<td></td>
<td>155,000.00</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2 3150</td>
<td>UNCLASSIFIED REVENUES</td>
<td>0.00</td>
<td>155,000.00</td>
<td></td>
<td>CORRECTIONAL FACILITY</td>
<td></td>
</tr>
<tr>
<td>TOTAL ESTIMATED REVENUES</td>
<td></td>
<td>0.00</td>
<td>155,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
August 26, 2019

Honorable Andrew Joyce  
Legislative Clerk’s Office  
112 State Street, Room 710  
Albany, New York 12207  

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Public Safety Committee of the Albany County Legislature.

Legislative approval is requested authorizing the elimination of a Law Enforcement Captain’s position with an annual salary of $83,588.00 in the 2019 budget and create a new Law Enforcement First Sergeant position with an annual salary of $76,552.00. We have attached a budget amendment reflecting this change for your review and approval.

The new First Sergeant position which would be assigned to our Patrol Unit.

Should there be any questions, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.  
Sheriff

Att.

cc:  Hon. Daniel P. McCoy, County Executive  
     Hon. Paul Miller, Public Safety Chairman  
     Hon. Wanda Willingham, Audit & Finance Committee  
     Kevin Cannizzaro, Esq., Majority Counsel  
     Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: AUGUST 22, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLEGAY SR
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLEGAY SR

COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW) X
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER (STATE BRIEFLY IF NOT LISTED ABOVE) X

THE SHERIFF'S OFFICE IS LOOKING TO CREATE A NEW FIRST SERGEANT POSITION IN 2019 AND WILL BE ELIMINATING ONE VACANT CAPTAIN'S POSITIONS AS AN OFFSET

CONCERNS THE FOLLOWING BUDGET AMENDMENTS
STATE THE FOLLOWING SEE ATTACHED
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT:
NEW
RENEWAL
SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)
STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: ____________________

PARTY (NAME/ADDRESS):
________________________________________________________

AMOUNT/RATE SCHEDULE/FEES:

TERM:
________________________________________________________

SCOPE OF SERVICES:
________________________________________________________

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES ______ NO ______

FUNDING SOURCE:
________________________________________________________

COUNTY BUDGET ACCOUNTS:
________________________________________________________

REVENUE:
________________________________________________________

APPROPRIATION:
________________________________________________________

BOND (RES. NO. & DATE OF ADOPTION):
________________________________________________________

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES ______ NO ______

IF MANDATED CITE: AUTHORITY
________________________________________________________

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES ______ NO ______

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
________________________________________________________

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL
________________________________________________________

STATE
________________________________________________________

COUNTY ______

100%

TERM/LENGTH OF FUNDING
________________________________________________________

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 279 OF 2019

DATE OF ADOPTION: 7/6/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
________________________________________________________

PER SPREAD SHEET

THE DIFFERENCE IN SALARIES WILL SAVE THE COUNTY MONEY
________________________________________________________

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)
________________________________________________________

________________________________________________________

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
<table>
<thead>
<tr>
<th>RESOLUTION NO.</th>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>ANNUAL SALARY</th>
<th>POSITION CONTROL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 3110 1 4135 003</td>
<td>SHERIFF'S FIRST SERGEANT</td>
<td>16,022.03</td>
<td>76,552.00</td>
<td>379263</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>APPROPRIATIONS</td>
<td></td>
<td>16,022.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESOLUTION NO.</td>
<td>ACCOUNT NO.</td>
<td>RESOLUTION DESCRIPTION</td>
<td>INCREASE</td>
<td>DECREASE</td>
<td>ANNUAL SALARY</td>
<td>POSITION CONTROL NUMBER</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>A 3110 1 2311 002</td>
<td>SHERIFF'S CAPTAIN</td>
<td>16,022.03</td>
<td>83,583.00</td>
<td>370014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td></td>
<td></td>
<td>16,022.03</td>
<td>16,022.03</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Let me know if all looks correct.

<table>
<thead>
<tr>
<th>Position</th>
<th>Status</th>
<th>Create Date</th>
<th>Job Class</th>
<th>Job Class Desc</th>
<th>Group/BU</th>
<th>Location</th>
<th>Org</th>
<th>Object</th>
<th>State Position</th>
<th>Project</th>
<th>Comment 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>379263</td>
<td>I</td>
<td>09/10/2019</td>
<td>3500</td>
<td>SHERIFF'S FIRST SERGEANT</td>
<td>SDLT</td>
<td>3110</td>
<td>A93110</td>
<td>14135</td>
<td>003</td>
<td>10000</td>
<td>REQUESTED VIA RESOL</td>
</tr>
</tbody>
</table>

Debra Henrikson  
Personnel Assistant III  
Albany County Department of Human Resources  
112 State Street, Room 900  
Albany, NY 12207  
tel 518.447.7080  
fax 518.447.5586  

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.
September 11, 2019

Hon. Andrew Joyce, Chairman  
Legislative Clerk’s Office  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Albany County Department of Social Services (DSS) received a multi-year grant award from NYS Office of Temporary and Disability Assistance under the Solutions to End Homelessness Program (STEHP). Since the unspent portion of the grant may be carried over from year-to-year, DSS is requesting to add the $63,015 unused balance from the grant into appropriation line 6010.4.4420 STEHP and revenue line 6010.3604 STEHP.

The Solutions to End Homelessness Program (STEHP) enhances and supports the quality and quantity of facilities and services currently available in Albany County to address the needs of homeless individuals and families and those households at risk of homelessness.

Sincerely,

Michele G. McClave  
Commissioner

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

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

Date: 9/4/19
Submitted By: Joseph Viscuso
Department: Social Services
Title: Director of Accounts
Phone: 518-447-7315
Department Rep.
Attending Meeting: Michele G. McClave

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.: 6010.4.4420 STEHP by $63,015; 6010.3604 STEHP by $63,015
Source of Funds: New York State Office of Temporary and Disability Assistance
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):
New York State Office of Temporary and Disability Assistance
40 North Pearl Street
Albany, NY 12243

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

Amount/Raise Schedule/Fee: $63,015
Scope of Services: The Solutions to End Homelessness Program (STEHP) enhances and supports the quality and quantity of facilities and services currently available in Albany County to address the needs of homeless individuals and families and those households at risk of homelessness.

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: 6010.3604
Revenue Amount: $63,015
Appropriation Account and Line: 6010.4.4420
Appropriation Amount: $63,015

Source of Funding - (Percentages)
Federal: 100%
State: 0
County: 0
Local: 0

Term
Term: (Start and end date) 10/1/2014-9/30/2019
Length of Contract: 50 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: 489
Date of Adoption: 12/8/14

Justification: (state briefly why legislative action is requested)
Albany County Department of Social Services (DSS) received a multi-year grant award from NYS Office of Temporary and Disability Assistance under the Solutions to End Homelessness Program (STEHP). Since the unspent portion of the grant may be carried over from year-to-year, DSS is requesting to add the $63,015 unused balance from the grant into appropriation line 6010.4.4420 STEHP and revenue line 6010.3604 STEHP.
September 3, 2019

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

Dear Chairman Joyce:

The Department of Public Works respectfully requests that the Legislature grant authorization to reappropriate $340,000.00 from the Dormitory Authority of the State of New York (DASNY). This grant was accepted in August of 2018 by the County Legislature and subsequently amended into DPW’s budget. Due to an oversight, these funds were not included in the 2019 budget. In order to proceed with the preliminary study, conducted by CSX, we require reappropriation of the funds to cover costs for the study.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Peeney, 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):
Authorization to Re-appropriate DASNY Funds

Date: September 3, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending 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
CONCERNING CONTRACT AUTHORIZATIONS

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

Submission Date Deadline 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):
DASNY
515 Broadway
Albany, NY 12207

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

Amount/Raise Schedule/Fee:
$340,000.00
Scope of Services:
To fund planning and construction of a quiet zone in the Village of Voorheesville

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: DD5110 03073
Revenue Amount: $340,000.00
Appropriation Account and Line: DD5110 44079
Appropriation Amount: $340,000.00

**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) 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: 137, 366
- Date of Adoption: 4/9/2018, 8/13/2018

**Justification:** (state briefly why legislative action is requested)
The Department of Public Works respectfully requests that the Legislature grant authorization to reappropriate $340,000.00 from the Dormitory Authority of the State of New York (DASNY). This grant was accepted in August of 2018 by the County Legislature and subsequently amended into DPW’s budget. Due to a clerical oversight, these funds were not included in the 2019 budget. In order to proceed with the preliminary study, conducted by CSX, we require reappropriation of the funds to cover costs for the study.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>D 5110 44079 000</td>
<td>SPECIAL PROJECTS</td>
<td>$ 340,000.00</td>
<td></td>
<td></td>
<td>PUBLIC WORKS</td>
</tr>
<tr>
<td>D 5110 03073 000</td>
<td>SPECIAL PROJECTS</td>
<td>$ 340,000.00</td>
<td></td>
<td>$ 340,000.00</td>
<td>PUBLIC WORKS</td>
</tr>
<tr>
<td>TOTAL APPROPRIATIONS</td>
<td>$ 340,000.00</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESTIMATED REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ESTIMATED REVENUES</td>
<td>$</td>
<td>$ 340,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td>$ 340,000.00</td>
<td>$ 340,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 366

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE DORMITORY AUTHORITY OF NEW YORK STATE REGARDING THE PLANNING AND CONSTRUCTION OF A QUIET ZONE IN THE VILLAGE OF VOORHEESVILLE AND AMENDING THE 2018 DEPARTMENT OF PUBLIC WORKS BUDGET

Introduced: 8/13/18
By Audit and Finance Committee, Ms. Plotsky and Mr. Reinhardt:

WHEREAS, The Albany County Executive has been notified by the Dormitory Authority of the State of New York (DASNY) that $340,000 is available for the Planning and Construction of a quiet zone in the Village of Voorheesville and has requested authorization to accept the grant funding, and

WHEREAS, It has been indicated that a budget amendment is needed to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding from DASNY in an amount not to exceed $340,000 for the planning and construction of a quiet zone in the Village of Voorheesville, and, be it further

RESOLVED, By the Albany County Legislature that the 2018 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3073 Special Projects by $340,000

Increase Appropriation Account D5110.4 by $340,000 increasing Line Item D5110 4 4079 Special Projects by $340,000

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 – 8/13/18
September 5, 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 of a budget amendment for the transfer of $52,000 to meet the forecasted overtime needs for the remainder of the year. The requested transfer is as follows:

Increase fund line G98130.19900.10000 (Overtime Line): $52,000

Decrease fund line G98130.44070.10000 (Equipment Repair): $52,000

The additional overtime needs are attributed to emergency maintenance repairs and a number of FMLA absences. 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 Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request approval to transfer $52,000 from fund line G98130.44070.10000 (equipment repair) to fund line G98130.19900.10000 (Overtime) to meet the projected overtime needs for the remainder of 2019

Date: 9/5/2019
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep.
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:
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: G98130.44070.10000
Appropriation Amount: $52,000

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)
This budget amendment for the transfer of $52,000 to the overtime line is being requested to meet projected overtime needs for the remainder of the year. The requested transfer is considered budget neutral and 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>
</tr>
</thead>
<tbody>
<tr>
<td>G8 98130</td>
<td>Overtime</td>
<td>$52,000.00</td>
<td></td>
<td></td>
<td>Water Purification</td>
</tr>
<tr>
<td>G9 98130</td>
<td>Equipment Repair</td>
<td></td>
<td>$52,000.00</td>
<td></td>
<td>Water Purification</td>
</tr>
<tr>
<td>TOTAL APPROPRIATIONS</td>
<td>$52,000.00</td>
<td>$52,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ESTIMATED REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td></td>
<td>$52,000.00</td>
<td>$52,000.00</td>
<td></td>
</tr>
</tbody>
</table>
August 28, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Requesting authorization to accept grant funding from the New York State Division of Tourism/I Love New York for Albany County Convention & Visitors Bureau (CVB) marketing programs. In order to receive funds the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2020 Market New York grant is matched from the general fund of the CVB and will allow the Bureau to increase funding for marketing programs in approved categories.

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

Sincerely

Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Authorization for designate the Albany County Convention & Visitors Bureau as the Tourism Promotion Agency (TPA) for Albany County in order to accept I Love New York Grant funding.

Date: August 28, 2019
Submitted By: Lucas Rogers
Department: County Executive
Title: Senior Policy Analyst
Phone: 518-447-7040
Department Rep.: Mike McLaughlin/Jill Delaney
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
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) 1/1/20 - 12/31/20
Length of Contract: 1 Year

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 573 of 2018
Date of Adoption: 12/3/18

Justification: (state briefly why legislative action is requested)
Requesting authorization to accept grant funding from the New York State Division of Tourism/I Love New York for Albany County Convention & Visitors Bureau (CVB) marketing programs. In order to receive funds the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2020 Market New York grant is matched from the general fund of the CVB and will allow the Bureau to increase funding for marketing programs in approved categories.
TO: County Executive Daniel McCoy

FR: Jill Delaney, President & CEO Discover Albany

RE: 2020 I Love NY Matching Grant for Tourism Marketing

DATE: August 22, 2019

As the state designated Tourism Promotion Agency (TPA) for Albany County, the Albany County Convention & Visitors Bureau is required to obtain a resolution from the Albany County Legislature in order to accept the marketing matching funds grant annually from ILNY. I have attached the resolution from 2018 for the 2019 grant program. I usually attend a fall (October) meeting of the Audit & Finance Committee to review the results of the marketing work achieved in the current year and for their approval to take the issue to the full legislature.

The grant is matched from the general fund of the Convention & Visitors Bureau and is therefore cost neutral to the County. While we have not been advised of the actual amount of the grant award, based on prior years it has been in the range of $65,000-$70,000. Therefore, accepting the grant allows the CVB to double the award to increase funding of marketing programs in the approved categories of the grant.

I would like to request to have this item put on either the September 25 or October 30 Audit & Finance Committee Agenda for review. Matt McLaughlin advised that you could assist with that request. Please advise me of any further actions I should take.

Enclosure
September 3, 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 property located in the City of Albany, 133 Lark Street to the immediate former owner A Y T N Corp. This is in accordance with ABL Resolution No. 29 of 2019 "Properties which will be discretionally conveyed by the County back to their immediate former owner(s)",

A Y T N Corp. has placed on deposit the amount of $64,531.55 which represents the full amount of delinquent taxes owed to the County for 133 Lark 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. 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):
Request the authorization to convey tax foreclosed property located in the City of Albany 133 Lark Street Map No. 65.72-5-70 to the immediate former owner A Y T N Corp.

Date: September 3, 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.

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: 289
Date of Adoption: 7/9/2019

Justification: (state briefly why legislative action is requested)

Legislative authorization is requested to convey tax foreclosed property located in the City of Albany 133 Lark Street Tax Map No. 65.72-5-70 to the immediate former owner A Y T N Corp. mailing address of 137 Lark Street, Albany NY 12210. The amount of $64,531.55 which represents the full amount of taxes, Interest and penalties has been placed on deposit by A Y T N Corp. This is in accordance with the Albany County Disposition Plan “Properties which will be discretionally conveyed by the County back to their immediate former owner(s)".
A Y T N CORP.
133 Lark Street
Albany, New York 12210

August 26, 2019

VIA HAND DELIVERY

County of Albany
Attn: Michael McLaughlin
112 State Street
Albany, New York 12207

Re: 133 Lark Street, Albany
Tax Foreclosure

Dear Mr. McLaughlin:

We are respectfully requesting the County adopt a resolution approving the sale of the property located at 133 Lark Street, Albany, New York back to A Y T N Corp. This property was recently transferred to the County following a tax foreclosure action. While we took the steps to file an answer to the foreclosure proceeding, we failed to have the answer properly served on the County and for this reason the foreclosure action was prosecuted without our participation or knowledge of the proceedings. It was always our intention to pay the taxes prior to the conclusion of the foreclosure action.

Please understand that this property has been refinanced multiple times and the taxes went into arrears following these transactions. I did not realize that the taxes were not escrowed and part of the mortgage payments until I received the foreclosure action. This was basic mismanagement and oversight on my part and I take full responsibility. I was mortified to find out the taxes had not been paid. Once I received the foreclosure action I immediately contacted the County and was counseled to file an Answer to the Complaint. I was informed that filing an Answer would allow me the time I needed to come up with the funds necessary to pay the taxes. As stated above I did not know I needed to serve the Answer on the County. I recently discovered that the foreclosure action had concluded and that the property has been transferred to the County. Upon learning of this I immediately paid the taxes owed (a copy of the tax payment is attached).

Please understand that my family operates a business on this property which we have worked hard for more than two decades to develop and nurture. The loss of this property would be devastating to the business and would result in the loss of employment for over 100 of our loyal employees.
At this time we respectfully request the County adopt a resolution approving the sale of the property located at 133 Lark Street, Albany, New York back to A Y T N Corp. Thank you for your time and consideration of this matter. Please do not hesitate to contact me with any questions or concerns regarding this matter.

Very truly yours,

[Signature]

JOLAN DEUTSCH

Enclosure
08/22/2019 12:47 | TEST DATABASE Jul 15 2019
cmurray | Real Estate Tax Statement
| | P 1
txtaxstm

PARCEL: 06507200050700000000

LOCATION: 133 LARK ST

OWNER: A Y T N CORP
137 LARK ST
ALBANY NY 12210

STATUS:
SQUARE FEET: 400,000
BUILDING VALUATION: 0
EXEMPTIONS: 0
TAXABLE VALUATION: 400,000
INTEREST PER DIEM: 16,438.56

LEGAL DESCRIPTION:

DEED DATE: 
BOOK/PAGE: 
INTEREST DATE: 08/31/2019

<table>
<thead>
<tr>
<th>YEAR</th>
<th>INST</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST CHARGE</th>
<th>BILLED</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>RE-E</td>
<td>3176</td>
<td>11,248.50</td>
<td>ALCANY SCH</td>
<td>11,248.50</td>
<td>1,462.31</td>
<td>12,710.81</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>562.43</td>
<td>Mailing CH</td>
<td>562.43</td>
<td>562.43</td>
<td>1.00</td>
<td>562.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td></td>
<td>1.00</td>
<td></td>
<td></td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11,811.93</td>
<td></td>
<td>11,811.93</td>
<td>11,811.93</td>
<td>1,462.31</td>
<td>13,274.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11,811.93</td>
<td></td>
<td>11,811.93</td>
<td>11,811.93</td>
<td>1,462.31</td>
<td>13,274.24</td>
</tr>
<tr>
<td>2018</td>
<td>RE-1</td>
<td>7538</td>
<td>7,278.85</td>
<td>ALCANY PRO</td>
<td>7,278.85</td>
<td>1,601.35</td>
<td>8,880.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>387.50</td>
<td>ALCANY WAT</td>
<td>387.50</td>
<td>387.50</td>
<td>103.66</td>
<td>574.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>471.17</td>
<td></td>
<td>471.17</td>
<td></td>
<td></td>
<td>471.17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,137.52</td>
<td></td>
<td>8,137.52</td>
<td>8,137.52</td>
<td>1,705.01</td>
<td>9,842.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8,137.52</td>
<td></td>
<td>8,137.52</td>
<td>8,137.52</td>
<td>1,705.01</td>
<td>9,842.53</td>
</tr>
<tr>
<td>2015</td>
<td>RE-E</td>
<td>6111</td>
<td>11,601.83</td>
<td>ALCANY SCH</td>
<td>11,601.83</td>
<td>5,684.90</td>
<td>17,286.73</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>580.09</td>
<td>LEGAL CHAR</td>
<td>580.09</td>
<td>580.09</td>
<td>0.00</td>
<td>580.09</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td></td>
<td>150.00</td>
<td></td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>12,331.92</td>
<td></td>
<td>12,331.92</td>
<td>12,331.92</td>
<td>5,684.90</td>
<td>18,016.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>12,331.92</td>
<td></td>
<td>12,331.92</td>
<td>12,331.92</td>
<td>5,684.90</td>
<td>18,016.82</td>
</tr>
<tr>
<td>2014</td>
<td>LIEN</td>
<td>657</td>
<td>13,657.91</td>
<td>ALB SCH LN</td>
<td>13,657.91</td>
<td>6,282.64</td>
<td>19,940.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td>LEGAL CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>0.00</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>13,807.91</td>
<td></td>
<td>13,807.91</td>
<td>13,807.91</td>
<td>6,282.64</td>
<td>20,090.55</td>
</tr>
<tr>
<td>YEAR</td>
<td>TYPE</td>
<td>INST</td>
<td>BILL</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
<td>TOTAL DUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>------</td>
<td>-------</td>
<td>--------</td>
<td>----------</td>
<td>---------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>LIEN</td>
<td>1</td>
<td>ALB SCH LN</td>
<td>2,152.81</td>
<td>2,152.81</td>
<td>839.60</td>
<td>2,992.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MAIL CHARG</td>
<td>25.00</td>
<td>25.00</td>
<td>.00</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TITLE SBLK</td>
<td>290.00</td>
<td>290.00</td>
<td>.00</td>
<td>290.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,467.81</td>
<td>2,467.81</td>
<td>839.60</td>
<td>3,307.41</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td></td>
<td></td>
<td></td>
<td>48,557.09</td>
<td>48,557.09</td>
<td>15,974.46</td>
<td>64,531.55</td>
<td></td>
</tr>
</tbody>
</table>
OFFICIAL CHECK

029043183

Date 08/26/2019

Remitter JOLAN DEUTSCH

Pay To The Order Of DIRECTOR OF FINANCE

$ 64,531.55

Drawer: KeyBank

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.
TAX LIEN FORECLOSURE SEARCH

Search Date  August 22, 2017  OHTA Number  A17-0191
Municipality  City of Albany  Index Number  2471-14
Foreclosure No.  0001327  Tax Map Number  66.72-5-70
Property Address  133 Lark Street, Albany, NY 12210
Date of Filing of List of Delinquent Taxes  August 13, 2014

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Mortgages</td>
<td>1</td>
</tr>
<tr>
<td>Assignments</td>
<td>1</td>
</tr>
<tr>
<td>Judgments</td>
<td>0</td>
</tr>
<tr>
<td>Federal Tax Liens</td>
<td>0</td>
</tr>
<tr>
<td>UCCs</td>
<td>1</td>
</tr>
<tr>
<td>State Tax Warrants</td>
<td>0</td>
</tr>
<tr>
<td>Leases</td>
<td>0</td>
</tr>
<tr>
<td>Other Lienors</td>
<td>1</td>
</tr>
<tr>
<td>Other Interests</td>
<td>2</td>
</tr>
<tr>
<td>Estate Proceedings</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage Foreclosures</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total:** 6

**NOTE:** Perimeter description used in deed into current owner encompasses 3 additional tax map parcels.

RECERTIFIED AS TO LEVEL 2 SEARCH:

Additional Lien Holders: NONE
September 6, 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 authorization to transfer 164 Orange Street located in the City of Albany to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 399 of 2019 and in accordance with ABL Resolution No. 29 of 2019, authorization is also requested to convey 164 Orange Street to the immediate former owner Mr. Aburrab Molla.

Mr. Molla has placed on deposit the total amount of $18,198.91 which represents the full amount of delinquent taxes owed to the County for 164 Orange 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. 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): Rescind the authorization to convey tax foreclosed property located in the City of Albany 164 Orange Street Tax Map No. 65.81-6-52 to the Albany County Land Bank Corporation per ABL resolution No. 399 of 2019 and convey property to the immediate former owner Aburrab Molla

Date: September 6, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael Mc Laughlin

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:
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: 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: 289
Date of Adoption: 7/9/2019

Justification: (state briefly why legislative action is requested)
Legislative authorization is requested in two parts, rescind the authorization to convey tax foreclosed property located in the City of Albany 164 Orange Street Tax Map No. 65.81-6-52 to the Albany County Land Bank Corporation per ABL resolution No. 399 of 2019 and to convey this property to the immediate former owner Aburrah Molla, mailing address of 115-17 122nd Street, Ozone Park, NY, 11420. The amount of 18,198.91 which represents the full amount of taxes, interest and penalties due on this property has been placed on deposit by Mr. Molla. This conveyance is in accordance with the Albany County Disposition Plan “Properties which will be discretionally conveyed by the County back to their immediate former owner(s)”.
From: Abdurrab Molla  
115-17 122nd street,  
South Ozone Park, NY 11420

Date: 08/16/19

To: Honorable Daniel McCoy  
Albany County Executive  
Room 1200, 112 state street  
Albany, NY 12207

Subject: Reacquisition of the property address: 164 Orange street, Albany, NY 12210

TO WHOM IT MAY CONCERN

I am Abdurrab Molla, owner of the subject property. I have never received any mail to my mailing address: 115-17 122nd street, South Ozone park NY 11420 regarding property tax or Albany County acquiring my property at 164 Orange street, Albany, NY 12210 for the nonpayment of taxes.

I have fixed the property in the past and was ready for moving in to one flat and renting the others, but the house was broken into and all the copper pipes were taken away in the winter. I did not feel safe there and moved to present address.

I called the county clerks office for paying taxes, I was told that the property was acquired by the Albany County for the nonpayment of taxes. I was also told that it is not necessary to mail any information at the mailing address, the sign was put on the property.

I never received any mail or see any posted document regarding taxes.

I want to pay the taxes on my property.

Thank you your honor.

Very truly yours,

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

Return to:
ABDURRAH MOLLA
104-27 LEFFERTS BLVD
S RICHMOND HILL NY 11419

Instrument: Deed

Document Number: 9820411 Book: 2863 Page: 241

Grantor
SECRETARY OF HOUSING & URBAN DEVELOPMENT

Grantee
MOLLA, ABDURRAH

Number of Pages: 4

Amount: $70000.00

Filing Date/Time: 10/25/2006 at 10:56 AM

Receipt Number: 339813

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 S. Clingen, County Clerk
<table>
<thead>
<tr>
<th>CUSTOMER / TRANSFER INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name:</td>
</tr>
<tr>
<td>ABDURRAB MOLLA</td>
</tr>
<tr>
<td>From Account:</td>
</tr>
<tr>
<td>****9143</td>
</tr>
<tr>
<td>Account Type:</td>
</tr>
<tr>
<td>Checking</td>
</tr>
<tr>
<td>Debit Amount:</td>
</tr>
<tr>
<td>$2,900.00</td>
</tr>
<tr>
<td>Available Balance Before</td>
</tr>
<tr>
<td>Transfer:</td>
</tr>
<tr>
<td>$3,006.79</td>
</tr>
<tr>
<td>Available Balance After</td>
</tr>
<tr>
<td>Transfer:</td>
</tr>
<tr>
<td>$106.79</td>
</tr>
<tr>
<td>To Account:</td>
</tr>
<tr>
<td>****2580</td>
</tr>
<tr>
<td>Account Type:</td>
</tr>
<tr>
<td>Checking</td>
</tr>
<tr>
<td>Credit Amount:</td>
</tr>
<tr>
<td>$2,900.00</td>
</tr>
<tr>
<td>Available Balance Before</td>
</tr>
<tr>
<td>Transfer:</td>
</tr>
<tr>
<td>$4,718.05</td>
</tr>
<tr>
<td>Available Balance After</td>
</tr>
<tr>
<td>Transfer:</td>
</tr>
<tr>
<td>$7,618.05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORIGINATING STORE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store Location:</td>
</tr>
<tr>
<td>Richmond Hills</td>
</tr>
<tr>
<td>119-25 Liberty Ave</td>
</tr>
<tr>
<td>Richmond Hill, NY 11418</td>
</tr>
<tr>
<td>Tran Seq:</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>Time:</td>
</tr>
<tr>
<td>09:21 AM</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>08/15/2019</td>
</tr>
<tr>
<td>Cash Box:</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
ALL ITEMS ARE RECEIVED SUBJECT TO VERIFICATION, COLLECTION AND THE PROVISIONS
OF ANY APPLICABLE COLLECTION AGREEMENT.
<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>SALINA KHATUN MOLLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Account:</td>
<td>****2580</td>
</tr>
<tr>
<td>Account Type:</td>
<td>Checking</td>
</tr>
<tr>
<td>Debit Amount:</td>
<td>$100.00</td>
</tr>
<tr>
<td>To Account:</td>
<td>****3238</td>
</tr>
<tr>
<td>Account Type:</td>
<td>Checking</td>
</tr>
<tr>
<td>Available Balance Before Transfer:</td>
<td>$7,618.06</td>
</tr>
<tr>
<td>Available Balance After Transfer:</td>
<td>$7,518.06</td>
</tr>
<tr>
<td>Credit Amount:</td>
<td>$100.00</td>
</tr>
<tr>
<td>Available Balance Before Transfer:</td>
<td>$23,886.45</td>
</tr>
<tr>
<td>Available Balance After Transfer:</td>
<td>$23,986.45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Originating Store Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store Location:</td>
</tr>
<tr>
<td>Richmond Hills</td>
</tr>
<tr>
<td>119-25 Liberty Ave</td>
</tr>
<tr>
<td>Richmond Hill, NY 11418</td>
</tr>
<tr>
<td>Bank: 4</td>
</tr>
<tr>
<td>RC: 5941</td>
</tr>
<tr>
<td>Store Number: 941</td>
</tr>
<tr>
<td>Tran Seq: 28</td>
</tr>
<tr>
<td>Time: 09:36 AM</td>
</tr>
<tr>
<td>Date: 08/15/2019</td>
</tr>
<tr>
<td>Cash Box: 6</td>
</tr>
</tbody>
</table>

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.
ALL ITEMS ARE RECEIVED SUBJECT TO VERIFICATION, COLLECTION AND THE PROVISIONS
OF ANY APPLICABLE COLLECTION AGREEMENT.
**MOLL ABDURRAB**  
164 ORANGE ST  
ALBANY NY 12210

**LOCATION:** 164 ORANGE ST

**OWNER:**  
MOLL ABDURRAB  
164 ORANGE ST  
ALBANY NY 12210

**STATUS:**  
SQUARE FEET: 0  
LAND VALUATION: 15,000  
BUILDING VALUATION: 0  
EXEMPTIONS: 0

**TAXABLE VALUATION:** 15,000  
**INTEREST PER DIEM:** 5,208.70

**LEGAL DESCRIPTION:**

**DEED DATE:**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>BILLED</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>RE-E</td>
<td>4212</td>
<td>353.98</td>
<td>353.98</td>
<td>49.56</td>
<td>403.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>17.70</td>
<td>17.70</td>
<td>0.00</td>
<td>17.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>1.00</td>
<td>0.00</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>372.68</td>
<td>372.68</td>
<td>49.56</td>
<td>422.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>372.68</td>
<td>372.68</td>
<td>49.56</td>
<td>422.24</td>
</tr>
</tbody>
</table>

| 2018 | RE-1 | 6964 | 219.09  | 219.09   | 50.39   | 269.48    |
|      |      |      | 47.15   | 47.15    | 0.00    | 47.15     |
|      |      |      | 240.85  | 240.85   | 55.40   | 296.25    |
|      |      |      | 483.00  | 483.00   | 111.09  | 594.09    |
|      |      |      | 990.09  | 990.09   | 216.88  | 1,206.97  |
|      |      |      | 990.09  | 990.09   | 216.88  | 1,206.97  |

| 2017 | RE-E | 5704 | 347.59  | 347.59   | 90.37   | 437.96    |
|      |      |      | 17.38   | 17.38    | 0.00    | 17.38     |
|      |      |      | 1.00    | 1.00     | 0.00    | 1.00      |
|      |      |      | 365.97  | 365.97   | 90.37   | 456.34    |
|      |      |      | 365.97  | 365.97   | 90.37   | 456.34    |

<p>| 2017 | RE-1 | 6450 | 217.74  | 217.74   | 76.21   | 293.95    |
|      |      |      | 22.93   | 22.93    | 0.00    | 22.93     |
|      |      |      | 240.86  | 240.86   | 84.30   | 325.16    |
|      |      |      | 483.00  | 483.00   | 169.05  | 652.05    |</p>
<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE</th>
<th>BILL</th>
<th>INST</th>
<th>CHARGE</th>
<th>BILLED</th>
<th>PRIN DUE</th>
<th>INT DUE</th>
<th>TOTAL DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>RE-E</td>
<td>4249</td>
<td>1</td>
<td>ALBANY SCH</td>
<td>964.53</td>
<td>964.53</td>
<td>329.56</td>
<td>1,294.09</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>PERCENT</td>
<td>16.78</td>
<td>16.78</td>
<td>.00</td>
<td>16.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mailing CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Legal CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>503.29</td>
<td>503.29</td>
<td>127.49</td>
<td>630.78</td>
</tr>
<tr>
<td>2016</td>
<td>RE-1</td>
<td>70474</td>
<td>1</td>
<td>ALBANY PRO</td>
<td>6,453.45</td>
<td>6,453.45</td>
<td>2,888.25</td>
<td>9,341.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>PERCENT</td>
<td>307.26</td>
<td>307.26</td>
<td>.00</td>
<td>307.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALBANY WRT</td>
<td>5,661.57</td>
<td>5,661.57</td>
<td>2,660.94</td>
<td>8,322.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTHER CHAR</td>
<td>194.80</td>
<td>194.80</td>
<td>91.56</td>
<td>286.36</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mailing CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,453.45</td>
<td>6,453.45</td>
<td>2,888.25</td>
<td>9,341.70</td>
</tr>
<tr>
<td>2015</td>
<td>RE-E</td>
<td>6158</td>
<td>1</td>
<td>ALBANY SCH</td>
<td>6,453.45</td>
<td>6,453.45</td>
<td>2,888.25</td>
<td>9,341.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>PERCENT</td>
<td>22.24</td>
<td>22.24</td>
<td>.00</td>
<td>22.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>467.10</td>
<td>467.10</td>
<td>222.43</td>
<td>689.53</td>
</tr>
<tr>
<td>2015</td>
<td>RE-1</td>
<td>7674</td>
<td>1</td>
<td>ALBANY PRO</td>
<td>707.53</td>
<td>707.53</td>
<td>312.72</td>
<td>1,020.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>PERCENT</td>
<td>26.50</td>
<td>26.50</td>
<td>.00</td>
<td>26.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALBANY WRT</td>
<td>240.89</td>
<td>240.89</td>
<td>142.13</td>
<td>383.02</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mailing CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Legal CHAR</td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>707.53</td>
<td>707.53</td>
<td>312.72</td>
<td>1,020.25</td>
</tr>
<tr>
<td>2014</td>
<td>RE-1</td>
<td>8327</td>
<td>1</td>
<td>ALBANY PRO</td>
<td>707.53</td>
<td>707.53</td>
<td>312.72</td>
<td>1,020.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>PERCENT</td>
<td>25.82</td>
<td>25.82</td>
<td>.00</td>
<td>25.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALBANY WRT</td>
<td>238.94</td>
<td>238.94</td>
<td>169.65</td>
<td>408.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mailing CH</td>
<td>1.00</td>
<td>1.00</td>
<td>.00</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>YEAR TYPE</td>
<td>BILL</td>
<td>INST</td>
<td>CHARGE</td>
<td>BILLED</td>
<td>PRIN DUE</td>
<td>INT DUE</td>
<td>TOTAL DUE</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>------</td>
<td>--------</td>
<td>----------</td>
<td>----------</td>
<td>---------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>543.25</td>
<td>543.25</td>
<td>366.67</td>
<td>909.92</td>
<td></td>
</tr>
<tr>
<td>2014 LIEN</td>
<td></td>
<td>1160</td>
<td></td>
<td>547.47</td>
<td>547.47</td>
<td>257.31</td>
<td>804.78</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>697.47</td>
<td>697.47</td>
<td>257.31</td>
<td>954.78</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>697.47</td>
<td>697.47</td>
<td>257.31</td>
<td>954.78</td>
<td></td>
</tr>
<tr>
<td>2013 LIEN</td>
<td></td>
<td>1336</td>
<td></td>
<td>576.65</td>
<td>576.65</td>
<td>230.66</td>
<td>807.31</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150.00</td>
<td>150.00</td>
<td>.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25.00</td>
<td>25.00</td>
<td>.00</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>290.00</td>
<td>290.00</td>
<td>.00</td>
<td>290.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,041.65</td>
<td>1,041.65</td>
<td>230.66</td>
<td>1,272.31</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,041.65</td>
<td>1,041.65</td>
<td>230.66</td>
<td>1,272.31</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td></td>
<td></td>
<td></td>
<td>13,107.01</td>
<td>13,107.01</td>
<td>5,091.90</td>
<td>18,198.91</td>
<td></td>
</tr>
</tbody>
</table>

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.
TAX LIEN FORECLOSURE SEARCH

Search Date: July 27, 2017
Municipality: City of Albany
Foreclosure No.: 0001504
Property Address: 164 Orange Street, Albany, NY 12210
Date of Filing of List of Delinquent Taxes: August 13, 2014

<table>
<thead>
<tr>
<th>Open Mortgages</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assignments</td>
<td>0</td>
</tr>
<tr>
<td>Judgments</td>
<td>0</td>
</tr>
<tr>
<td>Federal Tax Liens</td>
<td>0</td>
</tr>
<tr>
<td>UCCs</td>
<td>0</td>
</tr>
<tr>
<td>State Tax Warrants</td>
<td>0</td>
</tr>
<tr>
<td>Leases</td>
<td>0</td>
</tr>
<tr>
<td>Other Lienors</td>
<td>0</td>
</tr>
<tr>
<td>Other Interests</td>
<td>1</td>
</tr>
<tr>
<td>Estate Proceedings</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage Foreclosures</td>
<td>0</td>
</tr>
</tbody>
</table>

2

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH
OFFICIAL CHECK

TD Bank

DATE: 09/03/2019

PAY TO THE ORDER OF: ALBANY COUNTY DIVISION OF FINANCE
Eighteen Thousand One Hundred Ninety Eight and 91/100

For: Parcel: 06508|006052|000000
Location: 164 Orange Street
ALBANY, NY 12210

$18,198.91

AUTHORISED SIGNATURE

RE: ABDURRAH MOLLA

OUR FASTEST SERVICE IN THE U.S.

UNITED STATES POSTAL SERVICE®

CUSTOMER USE ONLY

FROM:

ABDURRAH MOLLA
115 17 122nd Street
South Ozone Park, NY 11420

TO:

Albany County Div. of Finance
112 State St, Room 1340
ALBANY, NY 12210

PRIORITY MAIL EXPRESS®

PAYMENT BY ACCOUNT (if applicable)

ORIGIN (POSTAL SERVICE USE ONLY)

11620 09/04/19 09:00 AM $25.50

Special Handling/Tray Fee
$0.00

Weight
39.46 oz.

蓑 Acceptance Employee Initials
G.W.

$25.50

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (NOVACY)

For pickup or USPS Tracking®, visit USPS.com or call 800-222-1811.
$100.00 insurance included.

LABEL 11-5-2019
PSN 7850-09400-0990
September 4, 2019

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

Re: Applications for Refund
46 Freeman Road, Albany, NY
64.72-3-5

Dear Chairman Joyce:

Enclosed is an Application for Refund, submitted by Trey Kingston, Assessor for the City of Albany. The application is for a refund of real property taxes.

The assessor inadvertently removed the Enhanced STAR exemption from the 2018 assessment dataset for 46 Freeman Road. The renewal application was submitted prior to the taxable status date. According to the supporting documentation, it appears the property owner meets the eligibility requirements for the exemption. The property owner paid the delinquent tax amount to the County on June 21, 2019; therefore, the correction requires authorization from the Legislature.

The property owner is subject to penalty and interest. I recommend a refund for $1,590.20.

Sincerely,

Maggie A. Alix

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Authorization for Refund of Taxes, City of Albany

Date: September 4, 2019
Submitted By: Maggie A. Alix
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5291
Department Rep.:  
Attending Meeting: Maggie A. Alix

Purpose of Request:

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

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 ✗
Justification: (state briefly why legislative action is requested)
The assessor inadvertently removed the Enhanced STAR exemption from the 2018 assessment dataset for 46 Freeman Road. The renewal application was submitted prior to the taxable status date. According to the supporting documentation, it appears the property owner meets the eligibility requirements for the exemption. The property owner paid the delinquent tax amount to the County on June 21, 2019; therefore, the correction requires authorization from the Legislature.

The property owner is subject to penalty and interest. I recommend a refund for $1,590.20.
APPLICATION FOR REFUND OR CREDIT OF REAL PROPERTY TAXES

PART 1 – GENERAL INFORMATION: TO BE COMPLETED IN DUPLICATE BY THE APPLICANT.

NAMES OF OWNERS

James P. Kelly

MAILING ADDRESS OF OWNERS (NUMBER AND STREET OR PC BOX)

46 Freeman Road

LOCATION OF PROPERTY (STREET ADDRESS)

46 Freeman Road

CITY, VILLAGE, OR POST OFFICE

Albany

STATE

NY

ZIP CODE

12208

DAYTIME CONTACT NUMBER

Evening contact number

TAX MAP NUMBER OF SECTION/BLOCK/LOT: PROPERTY IDENTIFICATION (SEE TAX BILL OR ASSESSMENT ROLL)

64.72-3-5

ACCOUNT NUMBER (AS APPEARS ON TAX BILL)

25139

AMOUNT OF TAXES PAID OR PAYABLE

5,644.81

DATE OF PAYMENT

06-21-2019

REASONS FOR REQUESTING A REFUND OR CREDIT:

Property owner submitted enhanced STAR exemption in a timely manner but because of an error on the part of the Department of Assessment, the exemption failed to appear on the assessment roll even though the owner did in fact qualify (as shown in attached documentation).

I HEREBY REQUEST A REFUND OR CREDIT OF REAL PROPERTY TAXES LEVIED BY CITY OF ALBANY SCHOOL DISTRICT FOR THE YEAR(S) 2018.

SIGNATURE OF APPLICANT

[Signature]

DATE

6/24/19

PART 2 – TO BE COMPLETED BY THE COUNTY DIRECTOR OR VILLAGE ASSESSOR. ATTACH A WRITTEN REPORT INCLUDING DOCUMENTATION AND RECOMMENDATION. SPECIFY THE TYPE OF ERROR AND PARAGRAPH OF SUBDIVISION 2, 3, OR 7 OF SECTION 550 UNDER WHICH THE ERROR FALLS. IF A DIRECTED RESTATEMENT, SEE INSTRUCTIONS.

DATE APPLICATION RECEIVED

06/24/19

DATE WARRANT ANNEXED

11/15/18

LAST DAY FOR COLLECTION OF TAXES WITHOUT INTEREST

10/1/18

RECOMMENDATION

APPROVE APPLICATION

DENY APPLICATION

SIGNATURE OF OFFICIAL

[Signature]

DATE

9/1/19

* IF THIS APPLICATION IS APPROVED, AND THE SAME ERROR APPEARS ON A CURRENT ASSESSMENT ROLL, SEND A COPY OF THIS FORM, INCLUDING ALL ATTACHMENTS, TO THE ASSESSOR AND BOARD OF ASSESSMENT REVIEW. THEY MUST TREAT THIS APPLICATION AS A PETITION FOR THE CORRECTION OF THAT CURRENT ROLL (FORM RP-553).

PART 3 – FOR USE BY THE TAX LEVYING BODY OR OFFICIAL DESIGNATED BY RESOLUTION.

APPLICATION APPROVED (MARK AN X IN THE APPLICABLE BOX):

CLERICAL ERROR

ERROR IN ESSENTIAL FACT

UNLAWFUL ENTRY

DIRECTED RESTATEMENT

AMOUNT OF TAXES PAID

$6,297.14

AMOUNT OF TAXES DUE

$4,706.94

AMOUNT OF REFUND OR CREDIT

$1,590.20

APPLICATION DENIED (REASON):

[Blank]

SIGNATURE OF CHIEF EXECUTIVE OFFICER OR OFFICIAL DESIGNATED BY RESOLUTION

[Signature]

DATE
Application for Enhanced STAR Exemption for the 2018-2019 School Year

For help completing this form, see the instructions on page 2. Attach additional sheets if necessary.

Name(s) of owner(s)

James P. Kelly

Mailing address of owner(s) (number and street or PO Box)
46 Freeman Road

Location of property (street address)
46 Freeman Road

City, village, or post office
Albany

State
NY

ZIP code
12206

Daytime contact number
518-438-8708

Evening contact number

School district
Albany

State
NY

ZIP code
12206

E-mail address

Tax map number of section/block/lot: Property identification (see tax bill or assessment roll)
641.72-3-5

Name(s) of any non-owner spouse(s)

Address(es) of primary residence(s) if different from above

1 Did you have a STAR exemption on this property for the 2015-2016 school year? Yes ☑ No □

If No, you are not eligible for the Enhanced STAR exemption. However, you may be eligible for the Enhanced STAR credit. Register at www.tax.ny.gov/star/

JAN 18 2018

2 Will all owners be at least 65 years of age as of December 31, 2018, or if the property is owned by a married couple or by siblings, will at least one of the spouses or siblings be at least 65 years of age as of December 31, 2018? Yes ☑ No □

Note: If the answer to both questions 2 and 3 is Yes, you must attach a copy of the 2016 federal or 2016 state income tax returns for all owners, including nonresident owners. If your assessor needs tax schedules and tax form attachments they will contact you. The assessor may also require proof of age.

If the answer to either of questions 2 or 3 is No, then you do not qualify for the Enhanced STAR exemption, but may continue to receive Basic STAR.

3 Is the total 2016 combined income of all the owners, and of any owners’ spouses residing on the premises, $86,000 or less? (See Income for STAR purposes on page 2). Yes ☑ No □

Note: If the answer to both questions 2 and 3 is Yes, you must file NYS income tax returns to take advantage of this option.

4 Do you wish to sign up for the Income Verification Program so you do not have to reapply for Enhanced STAR every year? (Note: You must file NYS income tax returns to take advantage of this option.) Yes ☑ No □

If Yes, complete Form RP-425-IVP and submit it with this application to your local assessor.

5 Do you or your spouse own another property that is either receiving a STAR exemption in New York State or a residency tax benefit in another state, such as the Florida Homestead exemption? Yes ☑ No □

If Yes, attach a list with the address and exemption information of each such property.

Certification

Caution: Anyone who misrepresents his or her primary residence, age, or income:
• will be subject to a penalty of the greater of $100 or 20% of the improperly received tax savings
• will be prohibited from receiving the STAR exemption for six years, and
• may be subject to criminal prosecution.

I (we) certify that all of the above information is correct, that I (we) own the property listed above and it is my (our) primary residence and that my (our) 2016 income was less than $86,000. I (we) understand it is my (our) obligation to notify the assessor if I (we) relocate to another primary residence and provide any documentation of eligibility that is required.

All resident owners must sign and date this form.

Signature
James P. Kelly

Date
1/18/18

Signature

Date

Return this form to your local assessor by taxable status date (see Deadline on page 2).
City School District of Albany
518 - 475 - 6035

Notice of 2018 School Tax
SBL: 64.72-3-5
ADDR: 46 FREEMAN RD
SWIS: 010190 Albany
Bill #: 2018-011898

<table>
<thead>
<tr>
<th>Exemption</th>
<th>Ex Amt</th>
<th>Total Tax:</th>
<th>Full Market Value:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhanced STAR</td>
<td>$6,800</td>
<td>$5,427.70</td>
<td>$230,000.00</td>
</tr>
</tbody>
</table>

2018 - 2019 Payment Information

<table>
<thead>
<tr>
<th>Principal Paid</th>
<th>Penalty Paid</th>
<th>Total Received</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNPAID</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A Tax Balance remained due at the end of the school tax season. Please contact City or County for Payment Information.

\[
\begin{align*}
\text{Total Tax} & = \$5,427.70 \\
\text{STAR Savings} & = \$1,370 \\
\text{Net Due} & = \$4,057.70
\end{align*}
\]
COUNTY OF ALBANY

TAX BILLING RECEIPT

06/21/19 12:35  2018 REAL ESTATE

CLERK : ccornwal

PROPERTY: 0640720003005000000000  CUST #: 8479

LOCATION: 46 FREEMAN RD

KELLY JAMES P

ALBANY SCH  5427.70  597.05  Principal $4,057.70
Mailing Ch  1.00  0.00  Interest $440.35
5% Percent  271.39  0.00

Paid by/Ref: KELLY JAMES P

# of Checks: 1  Check #: 183

Check Amount: 6297.14
Cash Amount: 0.00
Total Amount: 6297.14
Change Due: 0.00
New Balance: 0.00

Total - $4,706.94

Refund - Total Paid $6,297.14
Corrected Amt $4,706.94

$1,590.20

ALBANY, NY 12208
September 9, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

I write to advise that I am appointing Sari O’Connor to the Albany County Airport Authority. The State of New York created the Albany County Airport Authority in 1993 and provided for the appointment of seven members. Three of these members are to be appointed by the County Executive. Given the importance of this authority to the effective management of the Albany County Airport, I anticipate the County Legislature will take up this appointment in an expedient fashion.

I have enclosed a bio for review by the legislature.

Please advise if there are any questions.

Sincerely,

[Signature]
Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Advise Legislature of appointment to Albany County Airport Authority Board

Date: 9/11/2019
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: 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
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:  
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:  
Date of Adoption:  

Justification: (state briefly why legislative action is requested)  
The State of New York created the Albany County Airport Authority and provided for the appointment of three board members by the County Executive. This request is for the approval of the appointment of Sari O'Connor to the Albany Airport Authority Board. Her resume is attached for your review.
Executive Summary:
Effective leader; experienced in non-profit development and board governance; ability to support executive and senior level management in a fast-paced environment; an excellent manager with strong organizational abilities and strengths in strategic planning, business development, and communications.

Professional Experience:
Albany Consulting Group
Principal
Albany Consulting Group provides strategic planning services for non-profits with an emphasis on development and fundraising, board governance, organizational management, infrastructure, and growth. For-profit businesses are provided with community relations services including corporate responsibility strategies and implementation plans for community giving, volunteerism, and foundation grants administration.

Albany, NY
June 2015 - Present

Palace Performing Arts Center
Executive Operating Officer
Albany, NY
June 2015 – October 2017

Leadership: Executive team member responsible for supporting the Board of Directors, Stakeholders and staff by participating in the planning and execution of activities to support organizational success and further the mission of the Palace Theater including an active role on the leadership team in planning and executing organizational operations including human capital, infrastructure, financial planning and business development.

Development: Responsible for the strategy, planning, implementation and oversight of development activities to increase revenue and ensure community support by creating value and cash transactions through stewardship activities, campaigns and community relations.

Northern Rivers Family Services
Chief Development Officer
Schenectady, NY
April 2007 – May 2015

• Founding member of team comprised of board members, executive leadership and consultants formed to create Northern Rivers Family Services by crafting an alliance between Northeast Parent & Child Society and Parsons Child and Family Center

• Member of Senior Management Team overseeing agency programs, finance, administration and policy implementation

• Responsible for the strategic planning, execution and management of fundraising activities including major gifts, corporate giving, foundation grants, appeals, special events, planned giving and capital campaigns

• Lead budget planning process for Development including forecasting, planning, implementation and execution
· Manage external relationships with corporations, foundations, individuals, vendors and volunteers
· Manage board relations including recruitment, governance, philanthropy and stewardship
· Serve as advisor to Chief Executive Officer on issues related to community relations and public image
· Provide oversight of Raisers Edge fundraising software to ensure appropriate collection, management, and analysis of data necessary to communicate with donors, provide stewardship, and generate financial reports to measure performance

Brokers Network Real Estate
Director of Relocation Services
Latham, NY
Dec 2002 to May 2007
· Licensed Sales Associate representing buyers and sellers throughout the Capital Region
· Managed contract preparation, negotiations and comparative market analysis
· Collaborated with attorneys, mortgage officers, home inspectors and appraisers from offer to purchase through closing

Rocky Point Public Schools
Rocky Point, NY
Secondary School Teacher, Grade 2
Sep 1987 to Nov 1993
· Successfully implemented New York State curriculum on an annual basis to Second grade students; New York State permanently certified; tenure granted in June 1990.

Community Service:
The College of Saint Rose
Chair of “A Community of Excellence”
Albany, NY
2004 to 2014
· Annually engaged and led community volunteer committee in the planning and execution of 400+ guest event
· Secured corporate sponsors, honorary committee members and individual guests
· Raised more than $1.5 million for student scholarships

Crohn’s & Colitis Foundation of America, Upstate Northeastern NY Chapter
Albany, NY
“An Evening To Remember Gala”
2009 to 2013
· Secured corporate sponsors, honorary committee members and individual guests
· Secured silent and live auction items
· Member of volunteer team raising more than $80,000 each year to support medical research
The Albany Institute of History and Art
Chair of “Museum Gala”
Albany, NY
2005 to 2008

- Engaged and led 30-member community volunteer committee
- Managed planning and execution of 400+ guest event including budget, marketing and site-planning
- Secured corporate sponsors, honorary committee members, individual guests and live and silent auction items annually raising more than $125,000 in net revenue for museum operations.

Education:

Harvard Business School
Executive Education-Performance Measurement for Effective Management of Nonprofit Organizations
Boston, MA
2011

Indiana-Purdue University
Human Resource Management Certificate
Indianapolis, IN
2001

SUNY Stony Brook
Master of Arts in Liberal Studies
Stony Brook, NY
1989

Adelphi University
Bachelor of Science in Education
Cum Laude
Garden City, NY
1986

Memberships and Board Service:

Empire State Performing Arts Center Corp. Albany Charter School Network
Executive Committee Member Trustee
Governor Andrew Cuomo Appointee 2012 to 2018
February 2014 to 2016

100 Women of St. Jude City of Albany Planning and Zoning Board
Founding Member Mayoral Appointee
February 2013 to 2018
February 2004 to August 2011

Association of Fundraising Professionals Women@Work Connect
Member
March 2011 to 2018
Advisory Board Member
March 2015 to 2018