

## **LAWS INTRODUCED**

**Local Law I**

**A LOCAL LAW AMENDING SECTION 603(B)(b) OF THE CITY  
OF ALBANY CHARTER IN RELATION TO BUDGET  
AMENDMENTS AUTHORIZED BY THE COMMON COUNCIL**

## **ORDINANCES INTRODUCED**

**55.112.16**

**AN ORDINANCE AMENDING SECTION 42-161 (LIVING WAGE STANDARDS) OF PART 10 (BOARD OF CONTRACT AND SUPPLY) OF THE CODE OF THE CITY OF ALBANY IN RELATION TO A LIVING WAGE FOR NON-UNIONIZED CITY EMPLOYEES**

## **RESOLUTIONS INTRODUCED**

**105.112.16R**      **RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAXES (PILOT) AGREEMENT WITH SKYLINE HOUSING DEVELOPMENT FUND CORPORATION, INC.**

**106.112.16R**      **RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED PAYMENT IN-LIEU-OF TAX (PILOT) AGREEMENT WITH LUMBER STREET APARTMENTS 2 HOUSING DEVELOPMENT FUND CORP. AND IDA YARBROUGH PHASE 2 LLC**

Council Member Commisso introduced the following:

**LOCAL LAW I - 2016**

**A LOCAL LAW AMENDING SECTION 603(B)(b) OF THE CITY OF ALBANY CHARTER IN RELATION TO BUDGET AMENDMENTS AUTHORIZED BY THE COMMON COUNCIL**

**BE IT ENACTED** by the Common Council of the City of Albany as follows:

**Section 1.** Subsection (B)(b) of Section 603 of the Charter of the City of Albany is amended to read as follows:

(B) Common Council action on budget.

(b) After the public hearing, the Common Council may adopt the budget with or without amendment. In amending the budget, the Common Council may add or increase programs or amounts and may delete or decrease any programs, salaries, or amounts,. The Common Council may not adjust except expenditures required by law, debt service, judgments, salaries or for estimated cash deficits, or increase salaries, except for the staff of the Common Council. Each such amendment shall be specifically enumerated, and accompanied by an explanation of the proposed change and identification of funding source if the amendment results in increased expense.

**Section 2.** To the extent inconsistent, this local law shall supersede the New York State Second Class Cities Law Section 74.

**Section 3.** This local law shall take effect upon final passage and approval by the duly qualified voters of the City of Albany in the manner prescribed by law at the general election following adoption by the Common Council.

**TO:** Nala Woodard, City Clerk

**FROM:** Frank Commisso, Council Member

**DATE:** November 2, 2016

**TITLE:** A LOCAL LAW AMENDING SECTION 603(B)(b) OF THE CITY OF ALBANY CHARTER IN RELATION TO BUDGET AMENDMENTS AUTHORIZED BY THE COMMON COUNCIL

**GENERAL PURPOSE OF LEGISLATION:** To authorize the Common Council to make budget amendments to delete or decrease salaries in the Mayor's budget.

**NECESSITY FOR LEGISLATION:** This local law would change the charter to authorize the Common Council to decrease salaries in the Mayor's proposed budget. Currently, under antiquated language borrowed from the New York State Second Class Cities Law, the charter does not allow the legislative body to increase or decrease salaries in the proposed budget. This restriction is outdated and not in keeping with the fiscal structure of Syracuse, Yonkers, Buffalo and many other cities that have updated their charters and eliminated the Board of Estimate and Apportionment. Without the ability to adjust salaries, the Common Council is without authority to make significant cost-saving changes to the City budget.

**NOTE:** This proposal has not been reviewed by Corporation Counsel and likely would require a mandatory referendum prior to becoming law.

**FISCAL IMPACT:** None.

**Council Member Krasher introduced the following:**

**Ordinance Number 5.112.16**

**AN ORDINANCE AMENDING SECTION 42-161 (LIVING WAGE STANDARDS) OF PART 10 (BOARD OF CONTRACT AND SUPPLY) OF THE CODE OF THE CITY OF ALBANY IN RELATION TO A LIVING WAGE FOR NON-UNIONIZED CITY EMPLOYEES**

**The City of Albany, in Common Council convened, does hereby ordain and enact:**

**Section 1. Subsection B of Section 42-161 of Part 10 of the Code of the City of Albany shall be amended to read as follows:**

B. Definitions. The following definitions shall apply throughout this section:

COVERED EMPLOYER – Any person who is a contractor directly involved in providing a service to the City pursuant to a service contract as defined herein. The term covered employer shall also include the City of Albany.

**Section 2. This ordinance shall take effect immediately.**

**APPROVED AS TO FORM**

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**Corporation Counsel**

**TO:** Gerald Campbell, Acting City Clerk

**FROM:** Judd Krasher, Council Member

**DATE:** November 7, 2016

**TITLE:** AN ORDINANCE AMENDING SECTION 42-161 (LIVING WAGE STANDARDS) OF PART 10 (BOARD OF CONTRACT AND SUPPLY) OF THE CODE OF THE CITY OF ALBANY IN RELATION TO A LIVING WAGE FOR NON-UNIONIZED CITY EMPLOYEES

**GENERAL PURPOSE OF LEGISLATION:** To include the City of Albany as a covered employer required to provide a living wage.

**NECESSITY FOR LEGISLATION:** This ordinance will require that the City as employer pay its own employees a living wage. The city employs hundreds of non-unionized employees that have not received a raise in 3 years and will not receive one in the 2017 budget. Despite receiving no raises, these employees have seen increases in health insurance contributions as well as co-pays, have seen increased workloads, and have endured the implementation of fingerprint time-keeping systems penalizing employees for one minute of tardiness. As this trend continues, at a minimum, these employees should earn a living wage. The mandate will not apply to unionized employees who are guaranteed a living wage by their contracts or employees of youth employment programs and job training programs.

**FISCAL IMPACT:** Minimal.

**Council Member            introduced the following:**

**Resolution Number 105.112.16R**

**RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAXES (PILOT) AGREEMENT WITH SKYLINE HOUSING DEVELOPMENT FUND CORPORATION, INC.**

**WHEREAS**, the Skyline Housing Development Fund Corporation (the “HDFC”) is a not-for-profit corporation to be established pursuant to Section 402 of the New York State Not-For-Profit Corporation Law and Article XI of the New York State Private Housing Finance Law (“PHFL”); and

**WHEREAS**, the HDFC will be organized exclusively for the charitable purpose of providing housing accommodations to persons and families of low income; and

**WHEREAS**, the HDFC’s plan for the use of the properties, which are more particularly identified in Exhibit A, attached hereto and made part hereof, consists of the redevelopment of approximately one-hundred- eighty-eight (188) residential rental units for persons and families of low-income, constitutes a “housing project” as that term is defined in Section 572 of the PHFL (the “Project”) and will be located and situated in the City and County of Albany, State of New York (the “Property”); and

**WHEREAS**, the HDFC will be the nominal fee owner of the Property; and

**WHEREAS**, the HDFC is organized as a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

**WHEREAS**, pursuant to Section 577 of the PHFL, the Common Council may exempt a project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project for a period of up to forty (40) years.

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor be and is hereby authorized and empowered, upon the later of (i) HCR’s approval of the HDFC or (ii) transfer of the project to the HDFC, to execute and enter into a PILOT agreement with the HDFC in a form approved by the Corporation Counsel, together with such other and further forms, documents and agreements necessary to amend, renew, supplement or effectuate the same.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Albany hereby exempts the Project and the properties, which are more particularly identified in Exhibit A, attached hereto and made part hereof, from real property taxes to the extent authorized by Section 577 of the PHFL pursuant to the proposed PILOT Agreement by and among the City of Albany and the HDFC, in substantially the form attached hereto, providing for annual payments as set forth in such agreement.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

**To:** Nala R. Woodard, City Clerk  
**From:** Marisa Franchini, First Assistant Corporation Counsel  
**Re:** Request for Common Council Legislation  
Supporting Memorandum  
**Date:** November 10, 2016

**RESOLUTION NUMBER 105.112.16R**

**TITLE:**

RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF A  
PAYMENT IN-LIEU-OF TAX (PILOT) AGREEMENT WITH SKYLINE HOUSING  
DEVELOPMENT FUND CORPORATION.

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**GENERAL PURPOSE OF LEGISLATION**

TO AUTHORIZE THE EXECUTION OF A PILOT AGREEMENT WITH SKYLINE HOUSING  
DEVELOPMENT FUND CORPORATION.

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**NECESSITY FOR LEGISLATION AND ANY CHANGE TO EXISTING LAW**

THE COUNCIL HAS AUTHORITY TO AUTHORIZE THE EXECUTION OF PILOTS.

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**EXPLANATION OF DEADLINE/REQUESTED TIME FRAME FOR PASSAGE  
TO BE DETERMINED BY THE COUNCIL**

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**SPECIFICS OF BIDDING/OTHER PROCUREMENT PROCESS (if applicable)**

N/A

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**SPECIFICS OF REAL PROPERTY SALE OR ACQUISITION (if applicable)**

N/A

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**FISCAL IMPACT(S)**

AS PER THE PROPOSED PILOT, THE CITY SHALL RECEIVE ITS PORTION OF TEN  
PERCENT (10%) OF SHELTER RENT THE ANNUAL PILOT PAYMENTS ARE  
ESTIMATED TO BE APPROXIMATELY \$171,000.

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THE PROPOSED PILOT IS ATTACHED. REPRESENTATIVES FROM THE APPLICANT WILL  
BE AVAILABLE WHENEVER THE COUNCIL CAN ACCOMMODATE A DISCUSSION.

Council Member

introduced the following:

**Resolution Number 106.112.16R**

**RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED PAYMENT IN-LIEU-OF TAX (PILOT) AGREEMENT WITH LUMBER STREET APARTMENTS 2 HOUSING DEVELOPMENT FUND CORP. AND IDA YARBROUGH PHASE 2 LLC**

**WHEREAS**, the Lumber Street Apartments Housing 2 Development Fund Corp. (the “HDFC”) is a corporation established pursuant to section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”), and is controlled by or under common control with the Albany Housing Authority (the “AHA”); and

**WHEREAS**, the HDFC is organized as a “housing development fund company” as that term is defined in Section 572 of the PHFL; and

**WHEREAS**, the Ida Yarbrough Phase 2 LLC (the “Company”) is a limited liability company controlled by or under common control with the AHA; and

**WHEREAS**, the HDFC’s and the Company’s plan for the use of the property hereinafter described, consisting of the construction and redevelopment of seventy-two (72) residential rental units for persons and families of low-income and four (4) unsubsidized units, constitutes a “housing project” as that term is defined in Section 572 of the PHFL (the “Project”) and will be located and situated at or near 252 North Pearl Street and 531 Lark Drive in the City and County of Albany, State of New York (the “Property”); and

**WHEREAS**, the HDFC is the sole managing member of the Company and is expected to be the leasehold owner of the Property as nominee of the Company; and

**WHEREAS**, pursuant to Section 577(1) of the PHFL, the local legislative body of a municipality may exempt a project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project for a period of up to thirty (30) years;

**NOW, THEREFORE BE IT RESOLVED**, that the Property and the Project shall be exempt from real property taxes to the extent described in Section 577(1) of the PHFL for a period of thirty (30) years, including city, county and school taxes, other than assessments for local approvals, and that the Mayor be and she is hereby authorized and empowered to execute and enter into an amended and restated PILOT agreement with the Company and the HDFC in a form approved by the Corporation Counsel to cover both 252 North Pearl Street and 531 Lark Drive, together with such other and further forms, documents and agreements necessary to amend, renew, supplement or effectuate the same.

**RESOLVED**, that this resolution shall take effect immediately.

**To:** Gerald Campbell, Acting City Clerk  
**From:** Marisa Franchini, First Assistant Corporation Counsel  
**Re:** Request for Common Council Legislation  
Supporting Memorandum  
**Date:** November 10, 2016

**RESOLUTION NUMBER 106.112.16R**

**TITLE:**

RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED PAYMENT IN-LIEU-OF TAX (PILOT) AGREEMENT WITH LUMBER STREET APARTMENTS HOUSING DEVELOPMENT FUND CORP. AND IDA YARBROUGH PHASE I LLC

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**GENERAL PURPOSE OF LEGISLATION**

To authorize the execution of an amended and restated PILOT Agreement with Lumber Street Apartments 2 Housing Development Fund Corp. to cover both 252 N. Pearl and 531 Lark Drive.

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**NECESSITY FOR LEGISLATION AND ANY CHANGE TO EXISTING LAW**

The Council has the authority to authorize the execution of PILOTs.

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**EXPLANATION OF DEADLINE/REQUESTED TIME FRAME FOR PASSAGE**

Passage is requested at the December 5th Council meeting.

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**SPECIFICS OF BIDDING/OTHER PROCUREMENT PROCESS (if applicable)**

N/A

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**SPECIFICS OF REAL PROPERTY SALE OR ACQUISITION (if applicable)**

N/A

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**FISCAL IMPACT(S)**

The City will receive its portion of 10% of the aggregate collected annual tenant paid rents less the aggregate annual debt service payments. The PILOT is attached. A representative of the Housing Authority will be available for question at the November 16<sup>th</sup> caucus.

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**AMENDED AND RESTATED  
AGREEMENT FOR PAYMENT IN LIEU OF TAXES  
BETWEEN**

**THE CITY OF ALBANY  
and  
LUMBER STREET APARTMENTS 2 HOUSING DEVELOPMENT FUND CORP.  
and  
IDA YARBROUGH PHASE 2 LLC**

THIS AGREEMENT (“Agreement”) for payment in lieu of taxes, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ALBANY, a municipal corporation organized and existing under the laws of the State of New York and having its principal office located at City Hall, 24 Eagle Street, Albany, New York 12207 (the “City”), and LUMBER STREET APARTMENTS 2 HOUSING DEVELOPMENT FUND CORP. a not-for-profit corporation organized and existing under the laws of the State of New York and having its principal office at 200 South Pearl Street, Albany, New York 12202 (the “HDFC”) and IDA YARBROUGH PHASE 2 LLC, a New York limited liability company having its principal office at 200 South Pearl Street, Albany, New York 12202 (the “Company”);

WHEREAS, the HDFC is a corporation established pursuant to section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”), and is controlled by or under the common control with AHA; and

WHEREAS the HDFC has been formed for the purpose of providing housing facilities for persons of low income; and

WHEREAS the HDFC is the sole managing member of the Company; and

WHEREAS the Company’s and the HDFC’s plan for the use of the property hereinafter consists of the redevelopment of seventy-two (72) residential rental units for persons and families of low-income, constitutes a “housing project” as that term is defined in Section 572 of the PHFL (the “Project”) and four (4) non-subsidized units, and will be located and situated at or near 252 North Pearl Street and 531 Lark Drive in the City and County of Albany, State of New York (the “Property”); and

WHEREAS, it is anticipated that the HDFC will be the leasehold owner of the Property as nominee of the Company; and

WHEREAS, the HDFC is a “housing development fund company” as that term is defined in Section 572 of the PHFL; and

WHEREAS, the Common Council of the City of Albany, by resolution adopted the \_\_\_\_ day of \_\_\_\_\_, 2016, approved and authorized the execution of this Agreement,

NOW, therefore, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from all municipal taxes and school taxes one hundred percent (100%) of the value of the following properties described in Schedule "A" attached hereto and made a part hereof and any improvements now or hereafter constructed thereon (collectively, the "Property").
2. This tax exemption will operate for a period of thirty (30) years from the date of the HDFC's acquisition of a fee or leasehold interest in said Property as nominee of the Company. This Agreement shall not limit or restrict the Company's or the HDFC's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.
3. So long as the exemption hereunder continues, the Company will pay to the City, in lieu of taxes, for distribution among the City School District of Albany, the County of Albany and the City as follows:
  - (a) Amount: Ten percent (10%) of the aggregate collected annual tenant paid rents generated by the Property less the aggregate annual debt service payments.
  - (b) Payable: April 15 of each year, in an amount calculated pursuant to subparagraph (a) above for the prior calendar year, commencing on January 1, 2019, directly to the Treasurer of the of the City of Albany for disbursement among all taxing Jurisdictions.
  - (c) Disclosure: The HDFC shall provide to the City, along with each payment, an annual statement of tenant paid income and Project expenses verified by the HDFC as managing member of the Company, or such other person as may be authorized by the HDFC to verify said statement.
4. This Agreement specifically excludes any assessment for local improvement and any special assessment that may be levied against the Property. The Company agrees to pay any such assessments for local improvement and special assessments in addition to the payments described in paragraph "3" above.
5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes.
6. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of low income and that (b) the HDFC or the Company operate the Property in conformance with Article XI of the PHFL.
7. Notwithstanding anything contained herein to the contrary, the City shall furnish or cause to be furnished to the Company and HDFC and residents of the Project public services and facilities of the same character and to the same extent as are furnished

from time to time without cost or charge to other dwellings and inhabitants in the City. In furtherance thereof, the City agrees that the terms and provisions of Sections 5, 6 and 7 of a certain Consolidated Cooperation Agreement dated March 27, 1967 between the City and the AHA (the "Cooperation Agreement") shall apply to the Project and are hereby incorporated herein by reference to such Cooperation Agreement.

8. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.
9. This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and their respective successors and assigns, including the successors in interest of the HDFC and the Company.
10. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.
11. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
12. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, agreements, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the City and the HDFC have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date above written.

DATED: \_\_\_\_\_

CITY OF ALBANY, NEW YORK  
By: Katherine M. Sheehan, Mayor

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DATED: \_\_\_\_\_

LUMBER STREET APARTMENTS 2  
HOUSING DEVELOPMENT FUND  
CORP.  
By: Steven T. Longo, President

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Steven T. Longo, President

DATED: \_\_\_\_\_

IDA YARBROUGH PHASE 2 LLC  
By: Lumber Street Apartments Housing  
Development Fund Corp.,  
Managing Member

By: \_\_\_\_\_  
Steven T. Longo, President

