

ORDINANCES INTRODUCED

45.92.14 AN ORDINANCE AMENDING CHAPTER 359 (VEHICLES AND TRAFFIC) OF THE CODE OF THE CITY OF ALBANY BY ADDING A NEW ARTICLE XIV REGARDING A TRAFFIC-CONTROL SIGNAL PHOTO VIOLATION-MONITORING SYSTEM

RESOLUTIONS INTRODUCED

- 95.92.14R RESOLUTION OF THE COMMON COUNCIL ISSUING A NEGATIVE DECLARATION IN ACCORDANCE WITH ARTICLE 8 OF THE ENVIRONMENTAL CONVERSATION LAW (SEQRA), AND ITS IMPLEMENTING REGULATIONS REGARDING THE PROPOSED REZONING OF THE PROPERTY LOCATED AT 418 SOUTH PEARL STREET**
- 96.92.14R RESOLUTION OF THE COMMON COUNCIL CONFIRMING THE APPOINTMENT OF WILLIAM J. BRANDOW AS A MEMBER OF THE HISTORIC RESOURCES COMMISSION**
- 97.92.14R RESOLUTION OF THE COMMON COUNCIL AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU-OF TAX (PILOT) AGREEMENT WITH LUMBER STREET APARTMENTS HOUSING DEVELOPMENT FUND CORP. AND IDA YARBROUGH PHASE I LLC**

Council Member Golby introduced the following:

Ordinance Number 45.92.14

AN ORDINANCE AMENDING CHAPTER 359 (VEHICLES AND TRAFFIC) OF THE CODE OF THE CITY OF ALBANY BY ADDING A NEW ARTICLE XIV REGARDING A TRAFFIC-CONTROL SIGNAL PHOTO VIOLATION-MONITORING SYSTEM

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

Section 1. Chapter 359 of the Code of the City of Albany is hereby amended by adding a new Article XIV to be entitled “Traffic-Control Signal Photo Violation-Monitoring System”

**ARTICLE XIV
Traffic-Control Signal Photo Violation-Monitoring System**

§ 359-138 Owner liability for failure of operator to comply with traffic-control indications.

A. Notwithstanding any other provision of law, the Parking Violations Bureau is hereby authorized and empowered to establish a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with traffic-control indications in accordance with the provisions of this section. The Police Department and the Division of Traffic Engineering, for purposes of implementation of such program, shall be authorized to install and operate traffic-control signal photo violation-monitoring devices at no more than 20 intersections at any one time.

B. Such demonstration program shall utilize necessary technologies to ensure, to the extent practicable, that photographs produced by such traffic-control signal photo violation-monitoring systems shall not include images that identify the driver, the passengers or the contents of the vehicle; provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of a vehicle, provided that the City of Albany has made a reasonable effort to comply with the provisions of this subsection.

C. The owner of a vehicle shall be liable for a penalty imposed pursuant to this section if such vehicle was used or operated with the permission of the owner, express or implied, in violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law, (hereinafter Vehicle and Traffic Law) and such violation is evidenced by information obtained from a traffic-control signal photo violation-monitoring system; provided, however, that no owner of a vehicle shall be liable for a penalty imposed pursuant to this section where the operator of such vehicle has been convicted of the underlying violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

D. Notwithstanding any other provision of this section, no owner of a vehicle shall be subject to a monetary fine imposed pursuant to this section if the operator of such vehicle was operating such vehicle without the consent of the owner at the time such operator failed to obey a traffic-control indication. For purposes of this subsection, there shall be a presumption that the operator of such vehicle was operating such vehicle with the consent of the owner at the time such operator failed to obey a traffic-control indication.

E. For purposes of this section, "owner" shall mean any person, corporation, partnership, firm, agency, association, lessor or organization who at the time of the issuance of a notice of violation in which a vehicle is operated:

- (1) Is the beneficial or equitable owner of such vehicle; or
- (2) Has title to such vehicle; or
- (3) Is the registrant or co-registrant of such vehicle which is registered with the Department of Motor Vehicles of the State of New York or any other state, territory, district, province, nation or other jurisdiction; or
- (4) Uses such vehicle in its vehicle-renting and/or -leasing business; or
- (5) Is an owner of such vehicle as defined by § 128 or Subdivision (a) of § 2101 of the Vehicle and Traffic Law.

F. For purposes of this section, "traffic-control signal photo violation-monitoring system" shall mean a device installed to work in conjunction with a traffic-control signal which, during operation, automatically produces two or more photographs, two or more microphotographs, a videotape or other recorded images of each vehicle at the time it is used or operated in violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

G. A certificate, sworn to or affirmed by a technician employed, hired or contracted by the Albany Police Department, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a traffic-control signal photo violation-monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation imposed pursuant to this section.

H. An owner liable for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section shall be liable for a penalty of \$50. The Parking Violations Bureau may provide for an additional penalty not in excess of \$25 for each violation for the failure to respond to a notice of liability within the prescribed time period. The Parking Violations Bureau shall adjudicate liability imposed by this section.

I. An imposition of liability under this section shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

J. A notice of liability shall be sent by first class mail to each person alleged to be liable as an owner for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section. Personal service on the owner shall not be required. A manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

K. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

L. The notice of liability shall contain information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice. Such notice of liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

M. The notice of liability shall be prepared and mailed by the Parking Violations Bureau or its designee.

N. If an owner receives a notice of liability pursuant to this section for any time period during which the vehicle was reported to the Police Department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section that the vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this subsection, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail, return receipt requested, to the Parking Violations Bureau.

O. If the owner liable for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

P. An appeal of an adjudication of liability pursuant to this section may be taken in accordance with Chapter 90 of this Code.

Q. An owner who is a lessor of a vehicle to which a notice of liability was issued pursuant to Subdivision H of this section shall not be liable for the violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law, provided that:

- (1) Prior to the violation, the lessor has filed with the Parking Violations Bureau and paid the required filing fee in accordance with the provisions of § 239 of the Vehicle and Traffic Law; and
- (2) Within 37 days after receiving notice from the Parking Violations Bureau of the date and time of a liability, together with the other information contained in the original notice of liability, the lessor submits to the Bureau the correct name and address of the lessee of the vehicle identified in the notice of liability at the time of such violation, together with such other additional information contained in the rental lease or other contract document, as may be reasonably required by the Bureau pursuant to regulations that may be promulgated for such purpose.
- (3) Failure to comply with Subsection Q(1) or (2) of this section shall render the owner liable for the penalty prescribed in this section.
- (4) Where the lessor complies with the provisions of this subsection, the lessee of such vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this section, shall be subject to liability for such violation pursuant to this section and shall be sent a notice of liability pursuant to Subsection H of this section.

R. Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

S. On or before October 1, 2014, and every four months thereafter, until such time as the demonstration program authorized in Subsection A hereof shall be fully operational, the Chief of Police or his or her designee shall submit a written report to the City Council on the status of said demonstration program. Such report shall include, but not be limited to, the locations selected for inclusion in the demonstration program and the cost to the City, both individually and collectively, of each location included in such demonstration project.

T. The Chief of Police or his or her designee shall submit to the Governor, the temporary President of the Senate, the Speaker of the Assembly and the Common Council, an annual report on the results of the use of a traffic-control signal photo violation-monitoring system on or before July 1, 2015, and on the same date in each succeeding year, in which the demonstration program is operable. Such report shall include, but not be limited to:

- (1) A description of the locations where traffic-control signal photo violation-monitoring systems were used;
- (2) The aggregate number, type and severity of accidents reported at intersections where a traffic-control signal photo violation-monitoring system is used for the year preceding the installation of such system, to the extent the information is maintained by the New York State Department of Motor Vehicles;

- (3) The aggregate number, type and severity of accidents reported at intersections where a traffic-control signal photo violation-monitoring system is used, to the extent the information is maintained by the New York State Department of Motor Vehicles;
- (4) The number of violations recorded at each intersection where a traffic-control signal photo violation-monitoring system is used and in the aggregate on a daily, weekly and monthly basis;
- (5) The total number of notices of liability issued for violations recorded by such systems;
- (6) The number of fines and total amount of fines paid after first notice of liability issued for violations recorded by such systems;
- (7) The number of violations adjudicated and results of such adjudications including breakdowns of dispositions made for violations recorded by such systems;
- (8) The total amount of revenue realized by the City from such adjudications;
- (9) Expenses incurred by the City in connection with the program; and
- (10) Quality of the adjudication process and its results.

U. It shall be a defense to any prosecution for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section that such traffic-control indications were malfunctioning at the time of the alleged violation.

Section 2. This ordinance shall take effect immediately

**APPROVED AS TO FORM
September 5, 2014**

Corporation Counsel

To: Nala R. Woodard, City Clerk
From: Patrick K. Jordan, Senior Assistant Corporation Counsel
Re: Request for Common Council Legislation
Supporting Memorandum
Date: September 5, 2014

ORDINANCE NUMBER 45.92.14

TITLE

AN ORDINANCE AMENDING CHAPTER 359 (VEHICLES AND TRAFFIC) OF THE CODE OF THE CITY OF ALBANY BY ADDING A NEW ARTICLE XIV REGARDING A TRAFFIC-CONTROL SIGNAL PHOTO VIOLATION-MONITORING SYSTEM

GENERAL PURPOSE OF LEGISLATION

To implement the traffic-control signal photo violation-monitoring system that was authorized by the NYS Legislature.

NECESSITY FOR LEGISLATION AND ANY CHANGE TO EXISTING LAW

Changes to the City Code require Council approval.

EXPLANATION OF DEADLINE OR REQUESTED TIME FRAME FOR PASSAGE

N/A

SPECIFICS OF BIDDING OR OTHER PROCUREMENT PROCESS (if applicable)

N/A

SPECIFICS OF REAL PROPERTY SALE OR ACQUISITION (if applicable)

N/A

FISCAL IMPACT(S)

Unknown at this time.

Council Member Kornegay introduced the following:

Resolution Number 95.92.14R

RESOLUTION OF THE COMMON COUNCIL ISSUING A NEGATIVE DECLARATION IN ACCORDANCE WITH ARTICLE 8 OF THE ENVIRONMENTAL CONVERSATION LAW (SEQRA), AND ITS IMPLEMENTING REGULATIONS REGARDING THE PROPOSED REZONING OF THE PROPERTY LOCATED AT 418 SOUTH PEARL STREET

WHEREAS, Ordinance 41.72.14 was introduced by the City of Albany Common Council on July 21, 2014, which proposed rezoning the property located at 418 South Pearl Street from General Industrial District (M-1) to Neighborhood Commercial District (C-1); and

WHEREAS, the Common Council declared itself Lead Agency for coordinated review at a public meeting held on July 21, 2014 in connection with the proposed rezoning; and

WHEREAS, the Common Council received an Environmental Assessment Form in conjunction with said proposed rezoning; and

WHEREAS, the proposed rezoning was the subject of a Public Hearing held by the Common Council on September 4, 2014, where public comment was received; and

WHEREAS, the action is subject to the provisions of the State Environmental Quality Review Act (“SEQRA”), as set forth in Environmental Conservation law Article 8, and its implementing regulations; and

WHEREAS, the rezoning is determined to be a Type I action pursuant to SEQRA; and

WHEREAS, the record demonstrates that the rezoning will not have a significant adverse environmental impact, and that a Negative Declaration of Environmental Significance should be issued.

NOW, THEREFORE, BE IT RESOLVED, that based upon the review and consideration of the Environmental Assessment Form and public comments, the Common Council finds and declares the action to be Type I pursuant to the New York State Environmental Conservation Law, and its implementing regulations, and having duly considered the entire record before it, declares that the rezoning the properties located at 418 South Pearl Street from General Industrial District (M-1) to Neighborhood Commercial District (C-1), has no potentially significant adverse impacts upon the environment, as that term is defined in SEQRA, will not require the preparation of a full Environmental Impact Statement and therefore issues a Negative Determination of Environmental Significance.

RESOLVED, that this resolution shall take effect immediately.

To: Nala R. Woodard, City Clerk
From: Patrick K. Jordan, Senior Assistant Corporation Counsel
Re: Request for Common Council Legislation
Supporting Memorandum
Date: September 5, 2014

RESOLUTION NUMBER 95.92.14RR

TITLE

RESOLUTION OF THE COMMON COUNCIL ISSUING A NEGATIVE DECLARATION IN ACCORDANCE WITH ARTICLE 8 OF THE ENVIRONMENTAL CONVERSATION LAW (SEQRA), AND ITS IMPLEMENTING REGULATIONS REGARDING THE PROPOSED REZONING OF THE PROPERTY LOCATED AT 418 SOUTH PEARL STREET

GENERAL PURPOSE OF LEGISLATION

Acting as Lead Agency and pursuant to SEQRA regulations the Council has not found any adverse environmental impacts related to the rezoning and the Council may issue a Negative Determination of Environmental Significance.

NECESSITY FOR LEGISLATION AND ANY CHANGE TO EXISTING LAW

These actions are required under SEQRA.

EXPLANATION OF DEADLINE OR REQUESTED TIME FRAME FOR PASSAGE

N/A

SPECIFICS OF BIDDING OR OTHER PROCUREMENT PROCESS (if applicable)

N/A

SPECIFICS OF REAL PROPERTY SALE OR ACQUISITION (if applicable)

N/A

FISCAL IMPACT(S)

N/A

Council Member Herring introduced the following:

Resolution Number 96.92.14R

RESOLUTION OF THE COMMON COUNCIL CONFIRMING THE APPOINTMENT OF WILLIAM J. BRANDOW AS A MEMBER OF THE HISTORIC RESOURCES COMMISSION

WHEREAS, the Mayor of the City of Albany has, pursuant to the provisions of Article 3 of the City Charter, and Section 42-85 of Chapter 42 of the Code of the City of Albany, appointed William J. Brandow as a member of the Historic Resources Commission.

NOW, THEREFORE, BE IT RESOLVED, that William J. Brandow is hereby confirmed as a member of the Historic Resources Commission for an unexpired term ending December 31st, 2014.

Council Member Bailey introduced the following:

Resolution Number 97.92.14R

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

WHEREAS, the Lumber Street Apartments Housing 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 I 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 sixty-one (61) 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 at or near 252 North Pearl Street 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 the owner and property manager of the Property; 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 he is hereby authorized and empowered to execute and enter into a PILOT agreement with the Company and 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.

RESOLVED, that this resolution shall take effect immediately.

To: Nala Woodard, City Clerk
From: Patrick K. Jordan, Assistant Corporation Counsel
Re: Request for Common Council Legislation
Supporting Memorandum
Date: September 5, 2014

RESOLUTION NUMBER 97.92.14R

TITLE:

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

GENERAL PURPOSE OF LEGISLATION

TO AUTHORIZE THE EXECUTION OF A PILOT AGREEMENT WITH LUMBER STREET
APARTMENTS HOUSING DEVELOPMENT FUND CORP. AND IDA YARBROUGH PHASE I.
THE ORIGINAL PROJECT ANTIPCATED IN 2012 DID NOT CLOSE. THIS PROJECT
ANTICIPATES 61 UNITS RATHER THAN THE 43 UNITS IN 2012.

NECESSITY FOR LEGISLATION AND ANY CHANGE TO EXISTING LAW
THE COUNCIL HAS AUTHORITY TO AUTHORIZE THE EXECUTION OF PILOTS.

EXPLANATION OF DEADLINE/REQUESTED TIME FRAME FOR PASSAGE
REQUESTED PASSAGE AT THE SEPTEMBER 15TH COUNCIL MEETING.

SPECIFICS OF BIDDING/OTHER PROCUREMENT PROCESS (if applicable)

N/A

SPECIFICS OF REAL PROPERTY SALE OR ACQUISITION (if applicable)

N/A

FISCAL IMPACT(S)

THE CITY SHALL RECEIVE ITS PORTION OF TEN PERCENT (10%) OF THE AGGREGATE
COLLECTED ANNUAL TENANT PAID RENTS LESS THE AGGREGATE ANNUAL DEBT
SERVICE PAYMENTS.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES
BETWEEN**

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

THIS AGREEMENT for payment in lieu of taxes, dated this ____ day of _____, 2014, 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 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 I 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 described as Lot 1 of 252 North Pearl Street, consists of the redevelopment of sixty-one (61) 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 at or near 252 North Pearl Street in the City and County of Albany, State of New York (the “Property”); and

WHEREAS, the HDFC is the nominal fee owner of the Property; 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 _____, 2014, 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 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 HDFC 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 _____, 20____, 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 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: Kathy Sheehan, Mayor

DATED: _____

LUMBER STREET APARTMENTS
CORP.
By: Steven T. Longo, President

Steven T. Longo, President

DATED: _____

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

By: _____
Steven T. Longo, President