



ALBANY COUNTY
LAND BANK CORPORATION

RESOLUTION NO. 9

**RESOLUTION APPROVING OF THE PRIVACY POLICY OF THE ALBANY
COUNTY LAND BANK CORPORATION**

WHEREAS, the Albany County Land Bank Corporation (“Land Bank”) desires to adopt a Privacy Policy for the Corporation to ensure that private information obtained from any source is properly safeguarded; and

WHEREAS, this Privacy Policy has been drafted pursuant to the “Personal Privacy Protection Law” (Public Officers Law §§91-99), to the extent those provisions are not in conflict with any obligation regarding the maintenance of records otherwise imposed on the Land Bank at law or in equity; and

WHEREAS, the members of the Governance Committee and the entire Land Bank Board have received the proposed Privacy Policy, have had the opportunity to review it, and said policy is attached to this Resolution as Appendix “A”.

NOW, THEREFORE, BE IT RESOLVED by the Albany County Land Bank Corporation that:

1. The proposed Privacy Policy as attached to this Resolution as Appendix “A” is hereby adopted; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 17th day of March, 2015.

Chair

ATTEST/AUTHENTICATION:

Secretary

APPENDIX A

PRIVACY POLICY

The Albany County Land Bank (“Land Bank”) has adopted this Privacy Policy to ensure that private information obtained from any source is properly safeguarded. The Land Bank is also subject to the provisions of the “Personal Privacy Protection Law” (Public Officers Law §§91-99) to the extent those provisions are not in conflict with any obligation regarding the maintenance of records otherwise imposed on the Land Bank at law or in equity. This Policy seeks to create guidelines to ensure the protection of the privacy rights of individuals and to provide individuals with an opportunity to review and correct such records, to the fullest extent possible under law.

Unless authorized or required under law for disclosure, “Private Information” to be protected includes social security numbers, financial history, credit report information, bank account numbers, credit card numbers, driver’s license numbers and any information concerning a data subject which, because of name, number, symbol, mark or other identifier, can be used to identify that data subject.

The Land Bank shall maintain in its records only such personal information that is relevant and necessary to accomplish a purpose of the Land Bank that is required to be accomplished by statute or executive order, or to implement a program specifically authorized by law. Private information will be collected, whenever practicable, directly from the person to whom the information pertains. The Land Bank will seek to ensure that all records pertaining to or used with respect to individuals are accurate, relevant, timely and complete.

The Albany County Land Bank shall not disclose Private Information to third parties without the consent of the person who provided the Private Information unless such disclosure is required by law. The Albany County Land Bank shall not sell, trade, or rent Private Information to third parties under any circumstances. The Albany County Land Bank will only keep collected Private Information for as long as reasonably necessary and will use it only for the purposes for which it was collected. Access to Private Information will be restricted to employees who must use it to fulfill the purposes for which the Private Information was obtained.

The Albany County Land Bank will use reasonable security measures to ensure the administrative and physical security of the Private Information and to protect the Private Information from any unauthorized access or use. Security measures employed by the Albany County Land Bank will include the following:

- Installing software protections on all Albany County Land Bank computers and networks
- Limiting employee access to Private Information
- Maintaining secure offices
- Never printing or displaying full social security, driver's license, or account numbers unnecessarily.

The Albany County Land Bank will dispose of Private Information by permanently deleting electronic records and shredding physical records. The Albany County Land Bank will dispose of computer equipment only after all hard disks and media have been completely and permanently wiped clean.

Unless otherwise authorized by law, the Land Bank shall, within five business days of a written request from an individual for a reasonably described record pertaining to that individual, provide access to the record, deny access in writing, stating the reasons for denial, or acknowledge receipt of the request in writing, stating the approximate date when the request will be granted or denied.

Unless otherwise authorized by law, the Land Bank shall, within 30 business days of a request from an individual for correction or amendment of a record or personal information that is reasonably described and that pertains to the data subject, the Land Bank shall either make the amendment or correction in whole or in part or inform the data subject in writing of the refusal to amend or correct the information, including the reason for refusing to make the amendment or correction.



ALBANY COUNTY
LAND BANK CORPORATION

RESOLUTION NO. 10

RESOLUTION TO ADOPT A DEFENSE AND INDEMNIFICATION POLICY

WHEREAS, New York Public Authorities Law § 2824(1)(f) requires the Board of the Albany County Land Bank Corporation (“Land Bank”) to adopt a Defense and Indemnification Policy with regards to the official actions of the Board and to disclose said policy to any and all Board members; and

WHEREAS, the proposed Defense and Indemnification Policy was reviewed by the Governance Committee; and

WHEREAS, the members of the Land Bank Board have received the proposed Defense and Indemnification policy, have had the opportunity to review it, and said Defense and Indemnification policy is attached to this Resolution as Appendix “A”.

NOW, THEREFORE, BE IT RESOLVED by the Albany County Land Bank Corporation that:

1. The proposed Defense and Indemnification Policy as attached to this Resolution as Appendix “A” is hereby adopted; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 17th day of March, 2015.

Chair

ATTEST/AUTHENTICATION:

Secretary

APPENDIX A

ALBANY COUNTY LAND BANK CORPORATION

DEFENSE AND INDEMNIFICATION POLICY

SECTION 1. Authorized Indemnification: Unless clearly prohibited by law, and except as provided in Section 2 below, the Land Bank shall indemnify any person (“Indemnified Person”) made, or threatened to be made, a party in any action or proceeding, whether civil, or criminal, administrative, investigative, or otherwise, including any action by or in the right of the Land Bank, by reason of the fact that he or she (or his or her executor or administrator) whether before or after adoption of this Policy, (a) is or was a Member or officer of the Land Bank, or (b) in addition is serving or served in any capacity at the request of the Land Bank, as a Member or officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Land Bank shall have consented to such settlement) and reasonable expenses, including attorney’s fees and costs of investigation, incurred by any Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

SECTION 2. Prohibited Indemnification: The Land Bank shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

SECTION 3. Notice: Written notice of any proceeding for which indemnification may be sought by Indemnified Persons shall be given to the Land Bank along with an original copy of any summons, complaint, process, notice, demand or pleading as soon as practicable after the service of any such papers upon the person seeking indemnification, or upon the notice of any pending proceeding by such person seeking indemnification.

SECTION 4. Defense: Upon notice, the Land Bank shall then be permitted to participate in the defense of any such proceeding or, unless conflicts of interest or position exists between such person and the Land Bank in the conduct of such defense, to assume such defense. In the event that the Land Bank assumes the defense of any such proceeding, legal counsel selected by the Land Bank shall be acceptable to such person. After such assumption, the Land Bank shall not be liable to such person for any legal or other expenses subsequently incurred unless such expenses have been expressly authorized by the Land Bank. In the event that the Land Bank participates in the defense of any such proceeding, such person may select counsel to represent such person in regard to such a proceeding; however, such person shall cooperate in good faith with any request that the same counsel be utilized by the parties to any proceeding who are similarly situated, unless to do so would be inappropriate due to actual or potential differing interests between or among such parties. Any dispute with respect to representation of multiple parties by a single

counsel, or the amount of legal expenses, or the reasonableness of attorney's fees shall be resolved by the court upon motion, or by way of special proceeding.

SECTION 5. Advancement of Expenses: The Land Bank shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Land Bank, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Land Bank, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 2 of this Policy. An Indemnified Person shall cooperate in good faith with any request by the Land Bank that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

SECTION 6. Indemnification of Others: Unless clearly prohibited by law or Section 2 of this Policy, the Board may approve Land Bank indemnification as set forth in Section 1 of this Policy or advancement of expenses as set forth in Section 3 of this Policy, to a person (or the testator or intestate of a person) who is or was employed by the Land Bank or who is or was a Volunteer for the Land Bank, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Land Bank in any capacity for any other corporation, partnership, joint, joint venture, trust, employee benefit plan or other enterprise.

SECTION 7. Determination of Indemnification: Indemnification mandated by a final order of a Court of competent jurisdiction will always be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if the indemnification has not been ordered by a court the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to this Policy. Before indemnification can occur the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Policy. No member with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Members is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-Laws.

SECTION 8. Binding Effect: Any person entitled to indemnification under this Policy has a legally enforceable right to indemnification, which cannot be abridged by amendment of this Policy with respect to any event, action, or omission occurring prior to the date of such amendment.

SECTION 9. Nonexclusive Rights: The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Land Bank with any Member, Officer, Employee, or Volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Policy, subject in all

cases to the limitations of Section 2 of this Policy. The benefits set forth in this policy shall supplement and be available in addition to any other rights which may be granted by or pursuant to any statute, common law, charter, by-law, resolution of the Board.



ALBANY COUNTY
LAND BANK CORPORATION

RESOLUTION NO. 11

RESOLUTION TO ENTER INTO A CONTRACT FOR SNOW REMOVAL SERVICES

WHEREAS, New York Not-for-Profit Law § 1607(7) grants power to the Albany County Land Bank Corporation (“Land Bank”) to enter into contracts necessary to the performance of its duties and the exercise of its powers; and

WHEREAS, the Land Bank owns certain unoccupied properties, some standard lots and corner lots, the majority of which are located in the County of Albany, New York; and

WHEREAS, city ordinances require that sidewalks be shoveled upon 2 inches of snow accumulation within 24 hours of a snowfall; and

WHEREAS, the Land Bank has heretofore requested proposals for sidewalk snow-removal services to be rendered, said request having been issued and published by the Land Bank on Wednesday, February 11, 2015 requesting proposals to be submitted no later than Wednesday, February 25, 2015 at two o’clock in the afternoon; and

WHEREAS, in response thereto, the Contractor, Kingdom Services, submitted a proposal with estimates on February 16, 2015 to render the requested services; and

WHEREAS, the Land Bank, through its Executive Director, has accepted the Proposal of the Contractor to provide the aforesaid services as the lowest responsible bidder; and

WHEREAS, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix “A”, which is subject to Board approval in accordance with the Land Bank by-laws;

NOW, THEREFORE, BE IT RESOLVED by the Albany County Land Bank Corporation that:

1. The Agreement for Snow Removal Services to be performed by Kingdom Services for the benefit of the Land Bank is approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 17th day of March, 2015.

Chair

ATTEST/AUTHENTICATION:

Secretary



ALBANY COUNTY
LAND BANK CORPORATION

RESOLUTION NO. 12

RESOLUTION TO ENTER INTO A CONTRACT FOR LEGAL SERVICES

WHEREAS, a request for proposals (hereinafter the "RFP") for legal services was issued by the Albany County Land Bank Corporation ("Land Bank") and published and distributed on February 13 to be submitted no later than February 27 at 2pm; and

WHEREAS, in response thereto, the Firm, Law Offices of Catherine M. Hedgeman, submitted a proposal with estimates on legal services to render the requested services; and

WHEREAS, the Land Bank, through its Executive Director, has accepted the Proposal of the Firm to provide the aforesaid services as the lowest responsible bidder; and

WHEREAS, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix "A", which is subject to Board approval in accordance with the Land Bank by-laws;

NOW, THEREFORE, BE IT RESOLVED by the Albany County Land Bank Corporation that:

1. The Agreement for Legal Services to be performed by the Firm, the Law Office of Catherine M. Hedgeman, for the benefit of the Land Bank is approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 17th day of March, 2015.

Chair

ATTEST/AUTHENTICATION:

Secretary



ALBANY COUNTY
LAND BANK CORPORATION

RESOLUTION NO. 13

**RESOLUTION APPROVING OF THE TEMPORARY LEASE AGREEMENT OF
21 LEXINGTON AVENUE**

WHEREAS, under the New York Not-for-Profit Law §1607(15), the Albany County Land Bank Corporation (“Land Bank”) has the power to grant a Lease with respect to real property of the Land Bank; and

WHEREAS, the Land Bank has acquired title to the property located at 21 Lexington Avenue in the City of Albany, New York (“Property”) from the County of Albany, New York, and

WHEREAS, the Property when acquired was occupied and being used by the Lessee, Mark Robinson, as a tenant of its former owner for the purposes of conducting not-for-profit weekend non-residential mentoring programs for persons 18 of age or older and storage, and

WHEREAS, the Lessee has expressed the desire and intent to acquire the Property from the Land Bank in order to avoid the disruption and expense of having to relocate; and

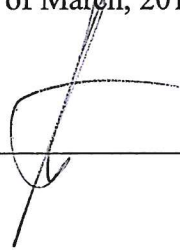
WHEREAS, the Land Bank is willing to allow the Lessee to temporarily continue to occupy and use the Property for such purposes under the terms and conditions set for in the Temporary Continued Occupancy and Use Lease Agreement (“Temporary Lease Agreement”), attached to this Resolution as Appendix “A”; and

WHEREAS, the Lessee agrees to procure and sign the necessary insurance information as set forth in subdivision 5 of the Temporary Lease Agreement, as attached as Appendix “A”, within ten days of Board approval of this Temporary Lease Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Albany County Land Bank Corporation that:


1. The proposed Temporary Continued Occupancy and Use Lease Agreement as attached to this Resolution as Appendix “A” is hereby approved to Mark Robinson upon his procurement of the necessary insurance requirements set forth in the Temporary Lease Agreement within ten days of this approval; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 17th day of March, 2015.



Chair

ATTEST/AUTHENTICATION:



Secretary