

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
April 18, 2019
6:00 P.M.**

Pledge of Allegiance
Roll Call
Public Forum

LOCAL LAWS

ORDINANCES

27. Ordinance Declaring Certain City Owned Property As Surplus And Directing The Comptroller To Dispose Of Said Property (Council President Mantello) (At The Request Of The Administration)
28. Ordinance Amending The 2019 General Fund Budget (Council President Mantello) (At The Request Of The Administration)
29. Ordinance Transferring Funds Within The 2019 Water Fund Budget (Council President Mantello) (At The Request Of The Administration)
30. Ordinance Authorizing And Directing The Reconveyance Of 34 Center View Drive (Council President Mantello) (At The Request Of The Administration)
31. Ordinance Authorizing And Directing The Reconveyance Of 2107 15th Street (Council President Mantello) (At The Request Of The Administration)
32. Amending City Code Chapter 39: Environmental Conservation Commission (Council Member Kennedy)
33. Ordinance Amending The 2016 General Fund In Order To Appropriate Additional Funds That Will Be Received From The Capital Resource Corporation (Council President Mantello)
34. Ordinance Amending Troy City Code Chapter 83, Article I "Surplus City Property" (Council President Mantello) (At The Request Of The Administration)
35. Ordinance Amending The Code Of The City Of Troy: Section 83-5 C (Council President Mantello)
36. Ordinance Appointing Members To The Joint Task Force On Sustainability (Council Member Kennedy, Council President Mantello)

37. Ordinance Authorizing And Approving The Filing Of The City Of Troy's Application For Funding Pursuant To The Housing And Community Development Act Of 1974, The McKinney Act Emergency Shelter Grant Program, And The Home Investment Partnership Program And Designating The Mayor As The Authorized Representative Of The City For Such Purposes (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

28. Resolution Authorizing The Mayor To Enter Into A Contract With GAR Associates LLC (Council Member Cummings) (At The Request Of The Administration)

29. Resolution Authorizing The Mayor To Execute A "Y" Parking Lot Use Agreement With 33 Second Street (Council President Mantello) (At The Request Of The Administration)

30. Resolution Authorizing The Mayor Or His Designee To Execute The Tactical Team Joint Services Agreement With The Town Of Colonie (Council President Mantello) (At The Request Of The Administration)

31. Resolution Accepting The Troy City Dog Park Recommendations Report (Council President Mantello)

TABLED LEGISLATION 2019

2. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of An Additional \$300,000 Serial Bonds To Finance The Rehabilitation Of Powers Park. Tabled 7 ayes, 0 nos, Finance Meeting, January 10.

**ORDINANCE DECLARING CERTAIN CITY OWNED PROPERTY AS SURPLUS AND
DIRECTING THE COMPTROLLER TO DISPOSE OF SAID PROPERTY**

The City of Troy, convened in City Council, ordains as follows:

- Section 1.** Pursuant to §C-41 (B) (8) of the City Charter, the item of City owned property, described in the attached memorandum is herein declared to be surplus and the City Purchasing Agent or a designee, is hereby authorized and directed to sell all said property.
- Section 2.** The said property shall be sold “as is” for the highest bid price and on such additional terms and conditions as shall be set by the City Comptroller.
- Section 3.** If no bidder or bidders are interested in any or all of said property, the City Comptroller is hereby authorized to dispose of any such item.
- Section 4.** This ordinance shall take effect immediately.

Approved as to form April 12, 2019

James A. Caruso, Corporation Counsel

MEMO IN SUPPORT

The City Purchasing Agent, or designee, works with the various City departments to identify and dispose of such no longer useful property on a periodic basis.

Troy Police Property Room
Property to be Declared Surplus

- **(2) Stereo Speakers**
- **Hatchet with Black Handle**
- **MTX Road Thunder Amp**
- **Black & Decker Drill**
- **Large Floor Jack**
- **4 Prong Lug Nut Wrench**
- **Gas Can**
- **Jewelry Box**
- **Black Rifle Case**
- **Silver DVD Player**
- **Hoyt/Easton Compound Bow**
- **Bow with 5 Arrows**
- **Red Gas Can**
- **White Cart with Black Handle**
- **Plastic Gun Case**
- **1.25 Gal. Gas Can**
- **Axe**
- **Motobike X Games Bicycle**
- **Electric Motor Compressor**
- **Cordless Drill**
- **Garmin GPS (Nuvi255W)**
- **Black Sentry Safe (metal)**
- **TWC Security System**
- **Sentry Safe**
- **Black sentry Safe**
- **Black Honeywell Safe w/ key**
- **Phillips DVD Player**
- **Sealed package of 4 Hanes T-shirts (3 pack)**
- **Sealed package of 2 Bugle Boy T-shirts (3 pack)**
- **Ryobi Power Drill**
- **Pick Axe**
- **Hammer**
- **“Canon” SELPHY Photo Printer**
- **“Duck” Laminator**
- **Red “Kodak” Digital Camera**
- **Silver “Vivitar” Digital Camera**
- **Silver “Canon” Digital Camera**
- **(3) Batman & (3) Dark Soul Video Games**
- **Hammer w/ Black Rubber Grip**
- **“MyLink” Safe**

- **"Yakima" Roof Rack Rails**
- **"Q-See QT View" Video System**
- **"Dish DVR 625" Network**
- **"SWANN" HD DVR Recording System**
- **"Savance" Digital Video Recorder**
- **"Black Night Owl" Security DVR**
- **"QSee" HD Security DVR**
- **(2) Wire Hub Caps**
- **Large Red Fishing Pole**
- **Blue Ice Auger**
- **"Toro" Power Shovel**
- **"EZ-Up" Tarp**
- **Golf Bag w/ (4) Clubs**
- **Golf Bag w/ (13) Clubs**
- **"American" Compound Bow w/ (4) Arrows (in camo case)**
- **Blue "Rawlings" Baseball Bat**
- **"Uniden" Scanner**
- **"Sony" Playstation, (Model SCPH-1001)**
- **(1) "Genesis" Controller**
- **Jumper Cables in a Blue Bag**
- **Sockets in a Gray Case**
- **"Empire" Binoculars**
- **"Tasco" Binoculars**
- **"Romar" 35 mm Camera in Box**
- **"Sears" Binoculars**
- **"Sears" 35mm Camera w/ Soligar Macrozoom Lens**
- **Body of a Go-Cart**
- **Seat to Go-Cart**
- **Portable Outdoor Cooker**
- **"Skil" Saw**
- **"Zephyr Magnum" Compound Bow w/ accessories in Case**
- **Tan Colored Safe**
- **"DeWalt" Drill in Case**
- **Battery Charger**
- **"Browning" Compound Bow**
- **"Bear" Compound Bow**
- **"Sony" Playstation in Box**
- **"Playstation" Game Controller ("Mach 1")**
- **"Martin" Compound Bow**
- **(21) "Matchbox" Toy Cars**
- **Hydrolic Jack in a Case**
- **Scanner**
- **Assorted Computer Games**

ORDINANCE AMENDING THE 2019 GENERAL FUND BUDGET

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2019 budget is herein amended as set forth in Schedule A entitled:

May 2019 Budget Amendments – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form April 10, 2019

James A. Caruso, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the 2018 General Fund Budget for the following reasons. Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. An amendment to fund a maintenance contract at City Court which will be reimbursed by New York State.
2. A transfer of funds for insurance expense in 2019 within the General Fund.
3. A transfer within Engineering to Temporary Salaries to hire two (2) people with the primary amount of being of money being for a staff member to manage the ESCO Project for City street lights.

Schedule A

ORD28

May 2019 Budget Amendments – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Revenues						
State Aid	A.1000.3021.0000.0000	State Aid Court Facilities	75,000.00	39,354.00	114,354.00	1
Expenditures						
Parking	A.3320.0409.0000.0000	Consultant Services	0.00	39,354.00	39,354.00	1
Insurance	A.1910.0406.0000.0000	Insurance	307,724.00	15,000.00	322,724.00	2
Contingency	A.1990.0418.0000.0000	Contingency	878,024.69	(15,000.00)	863,024.69	2
Engineering	A.1440.0101.0000.0000	Permanenet Salaries	236,375.00	(25,000.00)	211,375.00	3
Engineering	A.1440.0102.0000.0000	Temporary Salaries	0.00	25,000.00	25,000.00	3
Net Impact On General Fund				<u><u>0.00</u></u>		

* Or as previously amended

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2019 WATER FUND BUDGET

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2019 budget is herein amended as set forth in Schedule A entitled:

May 2019 Budget Transfers – Water Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form April 11, 2019

James A. Caruso, Corporation Counsel

THE CITY OF TROY

**INTER-OFFICE MEMORANDUM**

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: May Council Transfers

Date: April 10, 2019

There are three transfers required for the May 2019 council meeting. These are to cover current expenses and in anticipation of future expenditures.

The transfer associated with Utilities Phone in Administration is due to a change in procedure and the Department is responsible for the Verizon bill. We are watching the bill, but this cost was not included in the 2019 budgeting process.

The transfer of Other Equipment in Transmission and Distribution is for the purchase of a valve box vacuum machine. The current machine is old and unreliable. This piece of equipment is used on every job as it cleans the debris from valve boxes so the crew is able to isolate the jobsite to safely repair the problem..

The transfer related to Uniforms is due to items on the uniform contract. The contract includes cleaning supplies and paper products. Annually this contract saves the city over \$5,000 in separate purchases of supplies. We are working with the vendor to separate the invoice into uniforms and supplies.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

Schedule A

ORD29

May 2019 Budget Transfers – Water Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
DPU - Purification	F.8330.0303.0000.0000	Other Material & Supplies	963,728.00	(27,000.00)	936,728.00
DPU - Transmission	F.8340.0303.0000.0000	Other Material & Supplies	400,000.00	(10,000.00)	390,000.00
DPU - Administration	F.8310.0401.0053.0000	Utilities - Telephone	5,500.00	7,000.00	12,500.00
DPU - Purification	F.8330.0423.0000.0000	Uniforms	19,500.00	10,000.00	29,500.00
DPU - Transmission	F.8340.0203.0000.0000	Other Equipment	10,000.00	20,000.00	30,000.00
Net Impact On Water Fund				<u>0.00</u>	

* Or as previously amended

**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
34 CENTER VIEW DRIVE**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** Pursuant to 11 U.S.C. Section 548, the Adversary Complaint of Andrea E. Celli dated August 1, 2018 seeks avoidance of the transfer of the Debtor, Marian J. Agars', real property at 34 Center View Drive and identified as Tax Map No. 90.81-2-12.
- Section 2.** The City, being agreeable to entry of an Order allowing a deed to the Real Property to be held in escrow to provide the debtor to pay the prepetition property tax arrearage through the Debtor's Chapter 13 plan and regain title to the Real Property.
- Section 3.** The City Council hereby authorizes the City to adhere to the terms of the Stipulation Order from the U.S. Bankruptcy Court, Northern District of New York attached hereto and made a part hereof
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, April 16, 2019

James A. Caruso, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

In 2018, the City of Troy, following proper procedure under New York State law, took title to the property located at 34 Centerview Drive, Troy, New York, in a tax foreclosure proceeding. Subsequently, the former owner of the property filed for protection under Chapter 13 of the Bankruptcy Law. The Standing Chapter 13 Trustee in Bankruptcy eventually commenced an "Adversary Proceeding" against the City of Troy seeking the return of the subject property to the Bankrupt Estate on the ground that the City had obtained title to the same without paying fair value.

Facing the very real possibility that the City of Troy would be compelled by an Order of the Bankruptcy Court to return the subject property to the Bankrupt Estate, outside Bankruptcy counsel for the City negotiated an agreement wherein the property would be conveyed back to the debtor, but that a Deed would be simultaneously executed by the debtor (to be held in escrow by the Chapter 13 trustee) transferring that real property back to the City if certain conditions were not fully complied with. Those conditions will include the payment of all "pre-petition" taxes, assessments, and charges (including water, trash/recycling), plus 36 % interest (as permitted by law), and attorney's fees through the Chapter 13 Payment Plan. In addition to all of those "pre-petition" amounts, the debtor will also be required to pay all "post-petition" taxes, assessments, charges, etc., in full, and maintain liability and fire insurance on the subject premises.

In the event that the debtor failed to comply with all those conditions through the Chapter 13 Payment Plan (and failing to cure those deficiencies in payment after notice by the Trustee in Bankruptcy), the Deed being held in escrow by the Trustee in Bankruptcy would be turned over to the City of Troy, which would then re-acquire title to the subject premises.

This negotiated agreement offers the City the best possible outcome under these circumstances.

So Ordered.

Signed this 14 day of March, 2019.



Robert E. Littlefield, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

MARIAN J. AGARS

Debtor.

CHAPTER 13
CASE NO. 18-11383

ANDREA E. CELLI, CHAPTER 13 TRUSTEE,

Plaintiff,

v.

ADV PRO NO. 18-90021

THE CITY OF TROY, NEW YORK,

Defendant.

STIPULATED ORDER RESOLVING ADVERSARY PROCEEDING

Upon the Adversary Complaint of Andrea E. Celli, Chapter 13 Trustee dated August 1, 2018 seeking avoidance of the transfer of Debtor's real property at 34 Centerview Drive, Troy,

New York (the "Real Property") to the City of Troy (the "City") pursuant to 11 U.S.C. §548 and further, that the City being agreeable to entry of an order allowing a deed to the Real Property to be held in escrow to provide the debtor an opportunity to pay the prepetition real property tax arrearage through the debtor's chapter 13 plan and regain title to the Real Property on the terms and conditions as set forth herein, and the Trustee, the City and the debtor being agreeable to the terms and conditions, and the Court having considered the same with due deliberation thereon, it is hereby

STIPULATED AND ORDERED, that within 60 days of the date of this Order, the City shall attempt to obtain approval of the Troy City Council for authorization to execute a deed transferring title to the Real Property at 34 Centerview Drive, Troy, New York into the name of the debtor, Marian J. Agars, and it is further

STIPULATED AND ORDERED that within 10 days of said approval, the City shall execute a deed transferring title to the Real Property at 34 Centerview Drive, Troy, New York into the name of the debtor, Marian J. Agars and the debtor shall simultaneously execute a deed transferring title to the Real Property at 34 Centerview Drive, Troy, New York into the City to be held in escrow by the Trustee under the terms set forth herein, and it is further

STIPULATED AND ORDERED, that the City shall file a Proof of Claim for all taxes, all assessments including trash/recycling fees and water bills, all due through February 1, 2019 and said claim shall be paid with interest at the statutory interest rate of 36% through the debtor's chapter 13 plan, and it is further

STIPULATED AND ORDERED, that the City shall have an additional secured claim in the sum of \$1200.00 representing legal fees and costs which shall be paid in full (without interest) through the debtor's chapter 13 plan, and it is further

STIPULATED AND ORDERED that the plan shall provide for the payment of all of the City's claims in full (100%) within one year of confirmation through refinancing of the property or otherwise unless ordered by the Court after notice and hearing, and it is further

STIPULATED AND ORDERED, that upon Troy City Council approving the transfer of deed for 34 Centerview Drive, Troy, New York into the name of debtor, the debtor, Marian J. Agars, shall immediately seek confirmation of a feasible chapter 13 plan with payments to the Trustee in a sufficient amount to allow the Trustee to not only pay all prepetition tax arrearages but also all post-petition taxes, all assessments including trash/recycling fees, all water bills and the aforementioned legal fees and costs owed to the City on the Property through February 1, 2019 and it is further

STIPULATED AND ORDERED that in the event the debtor fails to obtain confirmation of the Chapter 13 plan; or defaults on payments to the Trustee under the plan and fails to cure said default within 15 days after written notice, the Trustee shall release the deed in escrow to the City, and it is further

STIPULATED AND ORDERED, that during the term of the plan, debtor shall pay all ongoing post-petition real property taxes, all assessments including trash/recycling fees and water charges on the Property as they become due commencing with all tax bills and water bills dated February 1, 2019 with debtor being mailed a copy of all tax bills and water bills from the City of Troy, New York going forward, and it is further

STIPULATED AND ORDERED that in the event the debtor defaults on the payment of any on-going (1) post-petition real property taxes, all assessments including trash/recycling fees and water charges and/or (2) liability and fire insurance on 34 Centerview Drive, Troy, New

York and/or (3) terms of this Stipulated Order and fails to cure said default within 15 days after written notice, the Trustee shall release the deeds in escrow to the City for filing, and it is further

STIPULATED AND ORDERED, that upon payment of the City's claims in full (100%) or upon the filing by the Chapter 13 Trustee of a Certification of Completed Chapter 13 Plan with this Court and the City's consent to the same, the Trustee shall destroy the deed held in escrow, and it is further

STIPULATED AND ORDERED, that in the event the case is dismissed, the Trustee shall release the deed in escrow to the City, and it is further

STIPULATED AND ORDERED, that upon execution of this Stipulated Order, the receipt of Troy City Council approval authorizing transfer by deed of 34 Centerview Drive, Troy, New York to debtor, and transfer of the Real Property by deed to debtor, this Adversary case shall be discontinued.

Dated: _____

Dated: 03/11/2019

Dated: _____

Marc S. Ehrlich, Esq.
Attorney for Debtor

James A. Caruso, Esq.
Attorney for the City of Troy

Andrea E. Celli, Esq.
Chapter 13 Standing Trustee

York and/or (3) terms of this Stipulated Order and fails to cure said default within 15 days after written notice, the Trustee shall release the deeds in escrow to the City for filing, and it is further

STIPULATED AND ORDERED, that upon payment of the City's claims in full (100%) or upon the filing by the Chapter 13 Trustee of a Certification of Completed Chapter 13 Plan with this Court and the City's consent to the same, the Trustee shall destroy the deed held in escrow, and it is further

STIPULATED AND ORDERED, that in the event the case is dismissed, the Trustee shall release the deed in escrow to the City, and it is further

STIPULATED AND ORDERED, that upon execution of this Stipulated Order, the receipt of Troy City Council approval authorizing transfer by deed of 34 Centerview Drive, Troy, New York to debtor, and transfer of the Real Property by deed to debtor, this Adversary case shall be discontinued.

Dated: _____

Marc S. Ehrlich, Esq.
Attorney for Debtor

Dated: _____

James A. Caruso, Esq.
Attorney for the City of Troy

Dated: 3/14/19 _____

Andrea B. Celli, Esq.
Chapter 13 Standing Trustee

**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
2107 15th STREET**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** Pursuant to 11 U.S.C. Section 548, the Adversary Complaint of Andrea E. Celli dated August 1, 2018 seeks avoidance of the transfer of the Debtor, Thomasine Walsh's, real property at 2107 15th Street and identified as Tax Map No. 101.47-6-8.
- Section 2.** The City, being agreeable to entry of an Order allowing a deed to the Real Property to be held in escrow to provide the debtor to pay the prepetition property tax arrearage through the Debtor's Chapter 13 plan and regain title to the Real Property.
- Section 3.** The City Council hereby authorizes the City to adhere to the terms of the Stipulation Order from the U.S. Bankruptcy Court, Northern District of New York attached hereto and made a part hereof
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, April 16, 2019

James A. Caruso, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

In 2018, the City of Troy, following proper procedure under New York State law, took title to the property located at 2107 15th Street, Troy, New York, in a tax foreclosure proceeding. Subsequently, the former owner of the property filed for protection under Chapter 13 of the Bankruptcy Law. The Standing Chapter 13 Trustee in Bankruptcy eventually commenced an “Adversary Proceeding” against the City of Troy seeking the return of the subject property to the Bankrupt Estate on the ground that the City had obtained title to the same without paying fair value.

Facing the very real possibility that the City of Troy would be compelled by an Order of the Bankruptcy Court to return the subject property to the Bankrupt Estate, outside Bankruptcy counsel for the City negotiated an agreement wherein the property would be conveyed back to the debtor, but that a Deed would be simultaneously executed by the debtor (to be held in escrow by the Chapter 13 trustee) transferring that real property back to the City if certain conditions were not fully complied with. Those conditions will include the payment of all “pre-petition” taxes, assessments, and charges (including water, trash/recycling), plus 36 % interest (as permitted by law), and attorney’s fees through the Chapter 13 Payment Plan. In addition to all of those “pre-petition” amounts, the debtor will also be required to pay all “post-petition” taxes, assessments, charges, etc., in full, and maintain liability and fire insurance on the subject premises.

In the event that the debtor failed to comply with all those conditions through the Chapter 13 Payment Plan (and failing to cure those deficiencies in payment after notice by the Trustee in Bankruptcy), the Deed being held in escrow by the Trustee in Bankruptcy would be turned over to the City of Troy, which would then re-acquire title to the subject premises.

This negotiated agreement offers the City the best possible outcome under these circumstances.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

THOMASINE WALSH

Debtor.

CHAPTER 13
CASE NO. 16-11622

ANDREA E. CELLI,
CHAPTER 13 TRUSTEE,

Plaintiff,

v.

ADV PRO NO. 18-90015

THE CITY OF TROY, NEW YORK

Defendant.

STIPULATED ORDER RESOLVING ADVERSARY PROCEEDING

Upon the Adversary Complaint of Andrea E. Celli, Chapter 13 Trustee dated June 5, 2018 seeking avoidance of the transfer of Debtor's real property at 2107 15th Street, Troy, New

York (the "Real Property") to the City of Troy (the "City") pursuant to 11 U.S.C. §548 and further, that the City being agreeable to entry of an order allowing a deed to the Real Property to be held in escrow to provide the debtor an opportunity to pay the prepetition real property tax arrearage through the debtor's chapter 13 plan and regain title to the Real Property on the terms and conditions as set forth herein, and the Trustee, the City and the debtor being agreeable to the terms and conditions, and the Court having considered the same with due deliberation thereon, it is hereby

STIPULATED AND ORDERED, that within 60 days of the date of this Order, the City shall attempt to obtain approval of the Troy City Council for authorization to execute a deed transferring title to the Real Property at 2107 15th Street, Troy, New York into the name of the debtor, Thomasine Walsh, and it is further

STIPULATED AND ORDERED that within 10 days of said approval, the City shall execute a deed transferring title to the Real Property at 2107 15th Street, Troy, New York into the name of the debtor, Thomasine Walsh and the debtor shall simultaneously execute a deed transferring title to the Real Property at 2107 15th Street, Troy, New York into the City to be held in escrow by the Trustee under the terms set forth herein, and it is further

STIPULATED AND ORDERED, that the City shall file a Proof of Claim for all taxes, all assessments including trash/recycling fees and water bills, all due through February 1, 2019 and said claim shall be paid with interest at the statutory interest rate of 36% through the debtor's chapter 13 plan, and it is further

STIPULATED AND ORDERED, that the City shall have an additional secured claim in the sum of \$4200.00 representing legal fees and costs which shall be paid in full (without interest) through the debtor's chapter 13 plan, and it is further

STIPULATED AND ORDERED that the plan shall provide for the payment of all of the City's claims in full (100%) within one year of confirmation through refinancing of the property or otherwise unless ordered by the Court after notice and hearing, and it is further

STIPULATED AND ORDERED, that upon Troy City Council approving the transfer of deed for 2107 15th Street, Troy, New York into the name of debtor; the debtor, Thomasine Walsh, shall immediately seek confirmation of a feasible chapter 13 plan with payments to the Trustee in a sufficient amount to allow the Trustee to not only pay all prepetition tax arrearages but also all post-petition taxes, all assessments including trash/recycling fees, all water bills and the aforementioned legal fees and costs owed to the City on the Property through February 1, 2019 and it is further

STIPULATED AND ORDERED that in the event the debtor fails to obtain confirmation of the Chapter 13 plan; or defaults on payments to the Trustee under the plan and fails to cure said default within 15 days after written notice, the Trustee shall release the deed held in escrow to the City, and it is further

STIPULATED AND ORDERED, that during the term of the plan, debtor shall pay all ongoing post-petition real property taxes, all assessments including trash/recycling fees and water charges on the Property as they become due commencing with all tax bills and water bills dated February 1, 2019 with debtor being mailed a copy of all tax bills and water bills from the City of Troy, New York going forward, and it is further

STIPULATED AND ORDERED that in the event the debtor defaults (1) on the payment of any on-going post-petition real property taxes, all assessments including trash/recycling fees and water charges and/or (2) on payment of any ongoing liability and fire insurance policy on 2107 15th Street, Troy, New York and/or (3) pursuant to the terms of this Stipulated Order; and

fails to cure said default within 15 days after written notice, the Trustee shall release the deed in escrow to the City for filing, and it is further

STIPULATED AND ORDERED, that upon payment of the City's claims in full (100%) or upon the filing by the Chapter 13 Trustee of a Certification of Completed Chapter 13 Plan with this Court and the City's consent to the same, the Trustee shall destroy the deed held in escrow, and it is further

STIPULATED AND ORDERED, that in the event the case is dismissed, the Trustee shall release the deed held in escrow to the City, and it is further

STIPULATED AND ORDERED, that upon execution of this Stipulated Order, the receipt of Troy City Council approval authorizing transfer by deed of 2107 15th Street, Troy, New York to debtor, and transfer of the Real Property by deed to debtor, this Adversary case shall be discontinued.

Dated: _____

Kristie Hanson, Esq.
Attorney for Debtor

Dated: _____

James A. Caruso, Esq.
Attorney for the City of Troy

Dated: 3/20/19 _____

By Bonnie JB

Andrea E. Celli, Esq.
Chapter 13 Standing Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

THOMASINE WALSH

Debtor.

CHAPTER 13
CASE NO. 16-11622

ANDREA E. CELLI,
CHAPTER 13 TRUSTEE,

Plaintiff,

v.

ADV PRO NO. 18-90015

THE CITY OF TROY, NEW YORK

Defendant.

STIPULATED ORDER RESOLVING ADVERSARY PROCEEDING

Upon the Adversary Complaint of Andrea E. Celli, Chapter 13 Trustee dated June 5, 2018 seeking avoidance of the transfer of Debtor's real property at 2107 15th Street, Troy, New

York (the "Real Property") to the City of Troy (the "City") pursuant to 11 U.S.C. §548 and further, that the City being agreeable to entry of an order allowing a deed to the Real Property to be held in escrow to provide the debtor an opportunity to pay the prepetition real property tax arrearage through the debtor's chapter 13 plan and regain title to the Real Property on the terms and conditions as set forth herein, and the Trustee, the City and the debtor being agreeable to the terms and conditions, and the Court having considered the same with due deliberation thereon, it is hereby

STIPULATED AND ORDERED, that within 60 days of the date of this Order, the City shall attempt to obtain approval of the Troy City Council for authorization to execute a deed transferring title to the Real Property at 2107 15th Street, Troy, New York into the name of the debtor, Thomasine Walsh, and it is further

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STIPULATED AND ORDERED, that the City shall have an additional secured claim in the sum of \$4200.00 representing legal fees and costs which shall be paid in full (without interest) through the debtor's chapter 13 plan, and it is further

STIPULATED AND ORDERED that the plan shall provide for the payment of all of the City's claims in full (100%) within one year of confirmation through refinancing of the property or otherwise unless ordered by the Court after notice and hearing, and it is further

STIPULATED AND ORDERED, that upon Troy City Council approving the transfer of deed for 2107 15th Street, Troy, New York into the name of debtor; the debtor, Thomasine Walsh, shall immediately seek confirmation of a feasible chapter 13 plan with payments to the Trustee in a sufficient amount to allow the Trustee to not only pay all prepetition tax arrearages but also all post-petition taxes, all assessments including trash/recycling fees, all water bills and the aforementioned legal fees and costs owed to the City on the Property through February 1, 2019 and it is further

STIPULATED AND ORDERED that in the event the debtor fails to obtain confirmation of the Chapter 13 plan; or defaults on payments to the Trustee under the plan and fails to cure said default within 15 days after written notice, the Trustee shall release the deed held in escrow to the City, and it is further

STIPULATED AND ORDERED, that during the term of the plan, debtor shall pay all ongoing post-petition real property taxes, all assessments including trash/recycling fees and water charges on the Property as they become due commencing with all tax bills and water bills dated February 1, 2019 with debtor being mailed a copy of all tax bills and water bills from the City of Troy, New York going forward, and it is further

STIPULATED AND ORDERED that in the event the debtor defaults (1) on the payment of any on-going post-petition real property taxes, all assessments including trash/recycling fees and water charges and/or (2) on payment of any ongoing liability and fire insurance policy on 2107 15th Street, Troy, New York and/or (3) pursuant to the terms of this Stipulated Order; and

or
make
a motion
to ~~the~~
modify
to
cure
the
default

fails to cure said default within 15 days after written notice, the Trustee shall release the deed in escrow to the City for filing, and it is further

STIPULATED AND ORDERED, that upon payment of the City's claims in full (100%) or upon the filing by the Chapter 13 Trustee of a Certification of Completed Chapter 13 Plan with this Court and the City's consent to the same, the Trustee shall destroy the deed held in escrow, and it is further

STIPULATED AND ORDERED, that in the event the case is dismissed, the Trustee shall release the deed held in escrow to the City, and it is further

STIPULATED AND ORDERED, that upon execution of this Stipulated Order, the receipt of Troy City Council approval authorizing transfer by deed of 2107 15th Street, Troy, New York to debtor, and transfer of the Real Property by deed to debtor, this Adversary case shall be discontinued.

Dated: _____

Kristie Hanson, Esq.
Attorney for Debtor

Dated: _____

James A. Caruso, Esq.
Attorney for the City of Troy

Dated: _____

Andrea E. Celli, Esq.
Chapter 13 Standing Trustee

ORDINANCE AMENDING THE CODE OF THE CITY OF TROY: CHAPTER 39

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Section 39 of the Code of the City of Troy is hereby amended to replace the words “City Manager” with “City Council” throughout the entirety of the chapter.

Section 2. Section 39-6 of the Code of the City of Troy is hereby amended to provide and read as follows:

The Commission shall submit an annual report to the ~~City Manager~~ City Council not later than the first day of June for each year, concerning the activities and work of the Commission and from time to time shall submit such reports and recommendations as may be necessary to fulfill the purposes of this chapter. ~~The City Manager shall in turn present said report to the City Council not later than the first day of August of each year.~~

Section 3. This Ordinance shall take effect immediately

Approved as to form April 16, 2019

JAMES A. CARUSO, ESQ. Corporation Counsel

**ORDINANCE AMENDING THE 2019 GENERAL FUND IN ORDER TO
APPROPRIATE ADDITIONAL FUNDS THAT WILL BE RECEIVED FROM THE
CAPITAL RESOURCE CORPORATION**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The City of Troy 2019 GENERAL FUND BUDGET is herein amended as set forth in Schedule A entitled:

2019 General Fund Budget Amendment
Capital Resource Corporation Grant – Neighborhood Improvements

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form April 16, 2019

James A. Caruso, Esq., Corporation Counsel

CITY OF TROY CAPITAL RESOURCE CORPORATION

COMMUNITY AND ECONOMIC DEVELOPMENT FUNDING AGREEMENT

THIS COMMUNITY AND ECONOMIC DEVELOPMENT FUNDING AGREEMENT (hereinafter, the “Agreement”) is dated as of the 22nd day of March , 2019 and entered into by and between CITY OF TROY CAPITAL RESOURCE CORPORATION (herein, the “CRC”), a not-for-profit local development corporation having an address of 433 River Street, 5th Floor, Troy, New York 12180 and CITY OF TROY, NEW YORK (herein, the “City”), a municipal corporation having an address of 433 River Street, 5th Floor, Troy, New York 12180.

WITNESSETH:

WHEREAS, pursuant to Sections 402 and 1411 of the Not-For-Profit Corporation Law (“N-PCL”) of the State of New York, the CRC was established as a domestic, not-for-profit local development corporation pursuant to a Certificate of Incorporation filed on November 20, 2009 (the “Certificate”) to undertake certain charitable and public purposes, among other things, including relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding the City of Troy, New York (the “City”) by attracting new industry to the City or by encouraging the development of, or retention of, an industry in the City, and lessening the burdens of government and acting in the public interest; and

WHEREAS, pursuant to the N-PCL and the Certificate, the CRC has established a Community and Economic Development funding program (the “CRC Program”) whereby the CRC provides funding to certain projects, programs and organizations to undertake community and economic development programs within the City; and

WHEREAS, the City is seeking funding for the Neighborhood Improvement Program administered by the City Clerk which aims to engage neighborhood-based organizations, homeowner associations and other neighborhood groups to create aesthetic improvements (collectively, the “Project”), such Project being more particularly described within the proposal attached hereto as **Exhibit A**; and

WHEREAS, in furtherance of the City’s desire to undertake the Project, which will help to improve the overall quality of life within the Neighborhoods and throughout the City, the City has requested funding assistance from CRC in the amount of up to \$10,000.00 (the “Grant”), the provision of such Grant being consistent with the N-PCL and the Certificate; and

WHEREAS, pursuant to an approval received by board member vote on March 22, 2019 and detailed in the minutes, the CRC desires to provide the City with the Grant, as further defined herein in furtherance of the Project and in accordance with the terms and conditions set forth within this Agreement.

**ARTICLE I
SCOPE OF WORK**

SCOPE OF WORK TO BE UNDERTAKEN BY THE CITY.

In exchange for the Grant, the City will undertake the following Scope of Work:

See, Project Scope of Work attached hereto in Exhibit A.

**ARTICLE II
GRANT FUNDING TO BE PROVIDED BY THE CRC**

Grant Amount; Disbursement Provisions

In consideration of the Scope of Work to be undertaken by the City as described in Section One above, the CRC hereby agrees to provide the City with a Total of \$10,000. The Grant will be disbursed in two payments; a \$8,000 initial payment and a 2nd payment of \$2,000 to reconcile any outstanding funds. All funding must be used by the end of 2019 for brick and mortar projects that further the CRC mission. The payment will be made full by CRC upon execution of this agreement to the City, to underwrite a portion of the cost incurred in completing the Scope of Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TROY CAPITAL RESOURCE CORPORATION

By _____
Name: Heidi Knoblauch
Title: Chairman

CITY OF TROY, NEW YORK

By _____
Name: Hon. Wm. Patrick Madden
Title: Mayor

EXHIBIT A
PROJECT SCOPE OF WORK

Schedule A

May 2019 Budget Amendments – CRC Funding

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Miscellaneous	A.1000.2705.0091.0000	Gifts & Donations - Capital Resource Corporation	0.00	10,000.00	10,000.00
Expenditures					
City Council	A.1010.0404.0094.0000	Neighborhood Improvements	10,000.00	10,000.00	20,000.00
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

**ORDINANCE AMENDING TROY CITY CODE CHAPTER 83,
ARTICLE I “SURPLUS CITY PROPERTY”**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Chapter 83 of the Troy City Code is amended as follows:

Chapter 83. Property, City-Owned

Article I. Surplus City Property

[Adopted 9-6-1979 (Ch. 25 1/2 of the 1973 Code)]

§ 83-1. Purpose.

This article sets forth the procedure for management and disposal of surplus property owned by the City of Troy. The procedure is aimed at achieving the following goals:

A. To sell under terms as will provide the longest benefit to the City of Troy;

B. To sell under such circumstances as will expedite development, rehabilitation and beautification of property sold;

C. To sell under such circumstances as will inhibit the return of property to the delinquent tax list; and

D. To obtain the most advantageous price to the City.

~~E. Property Review Committee. In order to achieve the above purposes in connection with the sale of surplus City real property, there shall be a Property Review Committee to oversee the process and to evaluate reconveyances, proposal sales and auction bids in light of the above goals. The Property Review Committee will be comprised of the Deputy Mayor, Director of Code Enforcement, Assessor, Economic Development Director and two City Council members with one from the majority caucus and one from the minority caucus.~~

~~[Added 10-6-2016 by Ord. No. 71]~~

§ 83-2. Bureau of Surplus Property.

[Amended 9-5-1985]

A. Reports of the Bureau. The Bureau of Surplus Property shall review and report on its actions to the Mayor quarterly. The Mayor shall transmit such reports to the City Council.

B. Classification of property. All property owned by the City of Troy will be classified as surplus property except for property which is needed for City purposes. The City Assessor shall have the duty to circulate throughout the departments and bureaus of City government the list of surplus property to ascertain any City need for the property. Should any property be designated as needed for City purposes it will be omitted from the list of surplus property.

C. Management of surplus property. It shall be the duty of the Bureau of Surplus Property to manage surplus property.

(1) Where possible, inhabitable property ~~should~~ may be rented. Uninhabitable property should be secured by the Department of Public Works to prevent damage or vandalism.

~~(2)~~

(a) The City may evict occupants of City-owned property pursuant to the New York Real Property and Proceedings Law, and may commence such proceedings during the reconveyance period.

(b) No property shall be rented for residential purposes which fail to comply with Chapter **176**, Housing and Property Maintenance, after ~~nine months from the date of~~ acquisition by the City. The Bureau of Code Enforcement shall inspect and determine whether a property is habitable pursuant to Chapter 176 Housing and Property Maintenance and take appropriate action as set forth in that Chapter.

[Amended 10-6-2016 by Ord. No. 71]

~~(3)~~

(c) Commercial and industrial tenants shall be required to keep the buildings they occupy safe and insured in such amounts as required by the Comptroller, with the City of Troy included as named insured.

[Amended 10-6-2016 by Ord. No. 71]

~~(4)~~

(d) Requests for maintenance, repairs, demolition and necessary rehabilitation will be forwarded to the Commissioner of General Services, who shall be responsible to see that the work is completed. The cost of labor and materials shall be a charge against the Department of General Services budget.

[Amended 10-6-2016 by Ord. No. 71]

~~(5)~~

(e) A list of all tenants and rents charged and received shall be kept by the Bureau of Surplus Property. A monthly summary of receipts and delinquencies as well as copies of any requests for evictions which have been forwarded to the Corporation Counsel shall be submitted to the Comptroller on or before the 10th day of the following month.

§ 83-3. Promotion and sale of surplus property.

A. Property Review Committee. In order to achieve the above purposes in connection with the sale of surplus City real property, there shall be a Property Review Committee to oversee the process and to evaluate reconveyances, proposal sales and auction bids in light of the above goals. The Property Review Committee will be comprised of the Deputy Mayor, Director of Code Enforcement, Assessor, Economic Development Director and two City Council members with one from the majority caucus and one from the minority caucus.

[Added 10-6-2016 by Ord. No. 71]

B. Inventory. As soon as possible after the recording of the in rem foreclosure deed, the Assessor or his/her designee shall visit each property to determine its condition, ~~and appraise each parcel at its fair market value.~~

(1) If the property consists of an occupied dwelling, the occupants shall be advised that they are tenants of the City and of the conditions of their tenancy.

(2) If the property consists of a vacant building, it shall be properly secured by the Department of General Services.

[Amended 10-6-2016 by Ord. No. 71]

C. B. Preparation of list. The City Assessor shall prepare a list of all surplus property classifying parcels according to § **83-2B**.

(1) The list shall contain the address and description for each parcel.

(2) Individual lots may be combined or divided at the discretion of the City Assessor to make a more desirable property.

[Amended 10-6-2016 by Ord. No. 71]

D. C. Promotion.

(1) The Assessor shall mail letters to the last-known owners, informing them of the reconveyance program.

(2) The Assessor shall mail letters to adjacent owners of vacant land on the list and inform them of their right to buy through the proposal sales method.

[Amended 10-6-2016 by Ord. No. 71]

(3) The list shall be circulated among City agencies, other public agencies, real estate brokers, developers and anyone else requesting such lists.

E. D. Newspaper advertisement. As soon as possible after the recording of the in rem deed, the Assessor shall cause an advertisement to be placed in the City's official newspaper, publishing the list of surplus property for sale and informing the general

public when and where proposals will be accepted and when and where the auction will be held on property for which no proposal is accepted by the City Council. That advertisement shall be published at least one more time during the week following the first publication. Additional advertisements and promotional activity may be undertaken as deemed desirable by the Assessor, including advertising on multiple real estate listings, websites, [mapping](#), social media and other publications.

F. E. Property sales methods. Parcels of surplus real property obtained by the City via in rem foreclosures may be sold and conveyed by the following methods:

(1) Reconveyance on payment of delinquent real property taxes, interest, penalties and other legal and administrative charges;

(2) Proposal sale application consisting of a proposal regarding the plan for a specific parcel and a sealed bid for the funds to be paid for the purchase of the property;

(3) Minimum bid. Residential and commercial properties considered by the [Property Review Committee Assessor or his/her designee](#) to have a current market value in excess of ~~\$75,000~~ [\\$40,000](#) will require a minimum bid to be established by the Committee. Where multiple bids equal to or in excess of the minimum bid are received, the parcel will be sold to the most credible highest bidder. Where no minimum bid is received, the property may be sold via the Proposal Sale method or by auction as deemed to be in the best interests of the City by the Committee; and

(4) Auction. Parcels may be sold via the auction method as deemed to be necessary and in the best interests of the City by the Property Review Committee at various times during the year.

[\(5\) The Troy Land Bank shall review the list of residential parcels of surplus property and designate to the Property Review Committee those properties that the Committee may transfer to the Land Bank for its purposes.](#)

[\(6\) The Local Development Corporation shall review the list of commercial properties, as defined by the Real Property Tax Law, and designate to the Property Review Committee those properties that the Committee may transfer to the Local Development Corporation for its purposes.](#)

[\(7\) Retention of a New York State licensed real estate broker.](#)

G. F.

Auctions. The Bureau of Surplus Property shall advertise and hold auctions throughout the year as the Assessor deems necessary.

§ 83-4. Sales to City employees.

[Added 10-6-2016 by Ord. No. 71⁽¹⁾]

A. City Council members and City officers and employees.

(1) City Council members and City officers and employees occupying the positions of Mayor, Deputy Mayor, Corporation Counsel, Comptroller, Commissioner of General Services, Commissioner of Public Safety, Commissioner of Planning and Economic Development, Superintendent of Public Utilities City Engineer, ~~and~~ City Assessor and employee of the Bureau of Code Enforcement shall not be permitted to purchase City surplus real property. Those City officers and employees may, however, submit an application to purchase real property that is adjacent to real property that is currently owned by said officer or employee.

(2) Any excluded employee in the previous section who wishes to submit a bid on property where there has been an open house must obtain a pre-approval to do so from the Law Committee of the City Council.

~~City officers and employees occupying the positions of Commissioner of Public Safety, Commissioner of Planning and Economic Development and Superintendent of Public Utilities shall not be permitted to purchase City surplus real property with the exception of a parcel where such officer or employee is the sole bidder.~~

B. Other City employees. Other City employees may bid on and purchase surplus real property subject to the following conditions:

(1) The general public shall have equal access to sale parcels and records relating to sales parcels as do City employees. Prior to obtaining access to properties deemed safe to enter, City employees and members of the General Public must sign a waiver of liability form at the Assessor's Office and be accompanied by a City representative at the site visit. Prior to obtaining access to City records relating to a specific parcel of property, City employees and members of the General Public shall submit a FOIL request for the records which the City employee or member of the General Public wish to review.

(2) ~~Any City employee who if an employee from the Comptroller's Office, the Bureau of Code Enforcement or the City Assessor's Office~~ wishes to submit an application and bid for a parcel of City surplus real property, such employee must obtain a pre-approval to do so from the Law Committee of the City Council.

C. Improper influence. In no event shall a City employee who has direct or indirect supervisory authority over another employee direct the supervised employee to take an action that will be of personal benefit to the supervisor in connection with the sale of a City property or the release of the City's right of reacquisition.

§ 83-5. Terms of sale.

[Amended 7-1-1999 by Ord. No. 10]

A. Regulated. Except for reconveyances, all sales of surplus property will be made only after the purchaser has agreed to comply with and signed a copy of the terms of sale.

B. Terms. The terms of sale shall be as follows:

(1) The property will be sold as is advertised.

(2) A down payment of 10% of the purchase price will be required to be paid at the time the offer is received by the City or at the completion of bidding, if at auction. At the time of the proposal sale application or bid at auction, the applicant or bidder must be current on all monies owed to the City of Troy, including, but not limited to: property tax bills, water bills, code enforcement fines, recycling fees etc.

[Amended 10-6-2016 by Ord. No. 71]

(3) Within 30 days after the approval of the sale by the City Council, the purchaser will pay to the Bureau of Surplus Property the balance of the purchase price plus the advertising cost and payment in lieu of City, county and school taxes based on the City's current assessed value prior to sale and prorated for the time prior to the first tax bill to the purchaser. Upon default of such payment, the City shall retain the down payment, which is not a penalty but liquidated damages. This period may be extended only for extenuating circumstances, as determined by the City Assessor. Council no later than the second regular meeting of the Council following the default.

[Amended 10-6-2016 by Ord. No. 71]

(4) The City Council reserves the right to reject any and all purchase offers.

[Amended 10-6-2016 by Ord. No. 71]

(5) In the event the City for any reason determines not to sell to the purchaser, the liability of the City of Troy and of its agents relative to the property conveyed is limited to the return of any payments made to the City of Troy, including the advertising fee.

(6) No representations of any kind are or have been made by the City of Troy or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon.

(7) This sale is made subject to the condition that:

[Amended 10-6-2016 by Ord. No. 71]

(a) If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing and fire prevention codes within six months after the date of the deed from the City to the purchaser or within nine six months if of approval by the Planning and/or Zoning Boards, if is required.

(b) If there is a structure on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within six months after the date of the deed from the City to the purchaser.

(c) If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform with the surrounding area and comply with building, housing and fire prevention codes within one year after the date of the deed from the City to the purchaser or within one year of approval by the Planning and/or Zoning Boards, if required.

(d) If vacant land is not purchased for building purposes, it must be cleaned and maintained in compliance with the City Code so as not to be a nuisance or detriment to its neighborhood within 90 days after the date of the deed. ~~A parcel of vacant land not purchased for building purposes may be no more than 1/4 acre in size.~~

(e) If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be secured or shall be boarded up, both as defined in § 141-21C(1) of the City Code, within ~~30~~ 15 days of the date of the deed from the City to the purchaser.

(f) The above-mentioned time periods for repair, demolition, construction or cleaning and maintenance may be extended for up to six months by the Bureau of Code Enforcement, upon submission by the property owner of a compliance plan which has been approved by the Director of Code Enforcement. Any further extensions of time may be made only by the City Council, upon request of the purchaser and upon a showing of substantial progress on the proposed project.

(g) The owner shall obtain a certificate of occupancy or a certificate of compliance prior to occupancy of the structure. If any structure is occupied, it shall be inspected by the Bureau of Code Enforcement within 10 days of purchase. Failure to do so shall result in the vacating of the premises immediately.

(8) The quit-claim deed shall contain a right of reacquisition clause that if the purchaser, his/her successors or assigns shall fail to comply with the applicable conditions, ~~or~~ the City has a right to reacquire the property without refunding the purchaser price. The deed shall also contain a waiver of real property defenses clause.

[Amended 10-6-2016 by Ord. No. 71]

(9) The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Troy until the full purchase price and charges are paid and the deed from the City is received by the purchaser.

(10) Every prospective purchaser will submit with the down payment a signed memorandum of purchase and agreement to comply with these terms of sale.

(11) Prior to the approval of sale by the City Council, the purchaser shall submit a statement under oath and penalty of perjury, setting forth the following:

(a) That the purchaser is the real party in interest or, if the purchaser is acting as an agent. the name of the principal.

(b) A statement that no persons other than those listed are financially or beneficially interested in the sale.

(c) Does any public official, officer, agent or employee of the City of Troy have an interest in the transaction? If yes, a statement giving the name and position of the official, officer, agent or employee.

NOTE: Status as an employee or an officer of the City of Troy does not necessarily disqualify one from eligibility to purchase from the City of Troy. Inquiries should be addressed to the office of the Corporation Counsel.

(d) That no collusion with any other bidder or any public official has taken place.

(e) State of relationship to previous owner, if any.

(f) A list of all of the real property the purchaser owns in the City of Troy or has owned in the last five years in the City of Troy.

(g) A list of all properties owned by the purchaser in the City of Troy on which there are outstanding violations of the City Code, and which there are delinquent taxes, bills, and/or fees -that are due and owing to the City.

(h) A statement whether or not the City of Troy has ever taken title to any property owned by the purchaser via an in rem tax foreclosure proceeding.

(i) If the purchaser is a corporation, a statement identifying by name and address the major stockholders and the officers of the corporation.

(j) A statement as to whether or not the purchaser owns any property in the City of Troy upon which a vacant or abandoned building is located.

(12)

~~In all sales where the consideration is less than \$1,000, the Mayor is authorized to execute a conditional sales contract, and the execution and delivery of a deed to the purchaser shall be deferred until the conditions enumerated in Subsection **B(7)(a)** of this section are fully complied with; except that a deed may be executed and delivered to the purchaser if the same is a necessary requisite for the purchaser to obtain a building and loan mortgage or rehabilitation mortgage the proceeds of which are to be~~

~~used by the purchaser in satisfying the conditions of Subsection **B(7)(a)** of this section. The purchaser under a conditional sales contract shall be required to make a payment in lieu of taxes prorated for the time prior to the first tax bill, after conveyance by the deed, for City, county and school taxes, based on the prior assessment and current tax rate. A further payment in lieu of taxes shall be required prior to the granting of any administrative or Council-approved extension of the conditional sales contract. Extensions of the conditional sales contract may be granted only in conformity with the provisions of Subsection **B(7)(b)** of this section.~~

C. Termination of right of reentry. Any condition or right of reentry may be terminated by deed signed by the Mayor upon either a certificate of compliance from the Bureau of Code Enforcement, showing that the property conforms in all respects to the appropriate rules and regulations, or upon the purchaser obtaining a building and loan rehabilitation mortgage or rehabilitation mortgage, which shall be recorded simultaneously with the deed, releasing the right of reentry. Where the conditions have not been fulfilled, the Corporation Counsel shall take whatever action is necessary to reenter or reacquire the property for the City of Troy.

~~D.~~

~~Calendar of reentry. A calendar of reentry shall be established, and the Director of Code Enforcement shall report to the Assessor at the conclusion of each time limit whether conditions have been fulfilled. Where the conditions have not been fulfilled, the Corporation Counsel shall take whatever action is necessary to reenter or reacquire the property for the City of Troy.~~

~~E.~~

~~Prior to receiving a deed, the purchaser must pay all delinquent taxes owed to the City.~~

§ 83-6. Reconveyance of foreclosure property.

[Amended 4-2-1981]

A. The City Council, in its discretion, may convey all of the property, right, title and interest of the City in any property hereafter acquired by the City by virtue of any in rem foreclosure action to any person, association or corporation which, on the date of the filing of the list of delinquent taxes in such action, had been vested with title thereto; however, no conveyance may be made of any such lands, real estate or real property, or any portion thereof, which the City Council has assigned for City purposes; and the grantee by such conveyance shall receive thereby the title which was vested in the owner on the date of the filing of the list of delinquent taxes, subject to any and all liens, encumbrances and defects which existed on said date except in this section otherwise provided, including the lien or encumbrance, if any, of the applicant.

B. Such person, association or corporation shall apply in writing to the Bureau of Surplus Property for such conveyance within one month after the date of publication of the first newspaper advertisement pursuant to § **83-3D**, providing the City has not sold or agreed to convey the lands, real estate or real property involved to a successful bidder nor assigned the same for City purposes. Any person, association or corporation

which, on the date of the filing of the list of delinquent taxes, in an action in rem, had a lien or encumbrance of record or pursuant to a policy or written agreement of insurance insuring to the benefit of an owner of the title, lien or encumbrance, entered into prior to the commencement of an action to foreclose, shall have the same right as the owner, within the same period of time herein set forth, to apply to the Bureau for such conveyance, excepting that no such application shall be considered by the Bureau until the full period of time of the owner to make application shall have expired and the owner shall have failed to make such application. During the periods of time provided in this section, the City shall not sell such lands, real estate or real property to any person, association or corporation other than one entitled to apply for a conveyance as herein provided, but this prohibition shall not operate or be construed to deny to the City Council the right within such periods of time to assign such lands, real estate or real property to any City purpose. Any application made pursuant to the provisions of this section shall be verified and contain a statement of the identity and interest of the applicant and that he/she has not accepted or agreed to accept any consideration or other assistance for making this application in return for his/her promise or agreement to convey, transfer or assign his/her right, title and interest in the lands, real estate or real property subsequently to be conveyed to him/her by the City pursuant to this section.

C. Within one month after the beginning of the application period, the applicant shall submit a duly written certificate or certified search of the County Clerk or clerk of Surrogate's or other court of record, or by the duly written certificate, certified search-of-title report of any title insurance, abstract or searching company or attorney, attesting that the applicant for such conveyance was, on the date of the filing of the list of delinquent taxes, such owner, lienor or encumbrancer of record and listing any liens or encumbrances of record as of that date. In the event that the estate, lien or interest of the applicant shall have been derived by reason of the death of the owner, lienor or encumbrancer of record of or against such lands, real estate and real property on the date of the filing of the list of delinquent taxes, and such derived estate, lien or interest of the applicant shall not appear of record, proof of such facts as shall be sufficient to attest to the derivation of such estate, lien or interest shall be made by affidavit of the applicant or other persons having information with relation thereto. Such certificates, searches and affidavits shall be transmitted by the Bureau of Surplus Property to the Corporation Counsel, who shall examine them and report to the City Council upon the sufficiency of such documents to comply with the provisions of this section. The City Assessor shall cause to be prepared and delivered to such applicant a conveyance of the right, title and interest of the City in and to such real property, provided only that the title which the applicant shall receive thereby shall not be free from any and all liens, encumbrances and defects which existed on the date of the filing of the list of delinquent taxes, and upon the delivery of such conveyance, such liens, encumbrances or defects, including the lien or encumbrance, if any, of the applicant, shall thereupon reattach. Such conveyance shall be in such form as the Corporation Counsel shall approve.

D. Within two months of the beginning of the application period, the application shall be submitted to the City Council for approval.

E. Such conveyance shall be delivered to the applicant upon the payment as to each separate parcel so conveyed of the following sums of money within 30 days of approval by the City Council. The period may be extended only for extenuating circumstances, as determined by the City Council no later than the second regular meeting of the Council following expiration of this thirty-day period:

(1) The principal amount due on all delinquent tax liens appearing on the list of delinquent taxes upon which the judgment of foreclosure was based with interest at the rates appearing on the said list to the date of payments.

(2) The principal amount due on all unpaid taxes, assessments, sewer rents and water rents which accrued and became liens on a date or dates subsequent to the date or dates on which the delinquent tax liens appearing on the list of delinquent taxes accrued and became liens with interest, at the rate or rates provided by law.

(3) If necessary, a payment in lieu of taxes, prorated for the time prior to the first tax bill to the purchaser for City, county and school taxes, based on the prior assessment and current tax rate.

(4) A sum of \$200 administration fee for each parcel conveyed and, in the case of improved property, an additional sum of \$100 per month management fee while title to such property is held by the City after the date of foreclosure and prior to the date of reconveyance. Such fees shall be collected from the applicant prior to reconveyance or may be deducted from any excess rents collected by the City while it held title to the property.

(5) Any deficiency which may result to the City after all payments made by it for the repair, maintenance and operation of the lands, real estate and real property shall have been charged or debited in the appropriate accounts of the City and all rents, license fees and other moneys collected by the City as a result of its operation of the lands, real estate and real property shall have been credited in such accounts. Any contract for repair, maintenance, management or operation made by the City on which it shall be liable, although payment thereon shall not have been made, shall be deemed a charge or debit to such accounts as though payment had been made. The amounts paid and collected by the City as shown in its accounts and the necessity for making the several payments and contracts to be charged as herein provided shall be conclusive upon the applicant.

(6) Any and all costs and disbursements which shall have been awarded to the City, or to which it may have become entitled by operation of law, or which it may have paid or become liable for payment in connection with any litigation between it and the applicant or any person having an estate or interest in the lands, real estate and real property to be conveyed resulting directly or indirectly from the foreclosure by action in rem of the delinquent taxes affecting lands, real estate or real property.

(7) Any and all rents, license fees and other moneys due and owing to the City, which on the date of the making of such conveyance shall not have been collected by it, and the right to collect and bring actions to collect the same shall be assigned, transferred and set over to the applicant by an instrument in writing. All rents collected by the City not needed to reimburse the City for fees as provided under Subsection **E(5)** hereof or costs and disbursements as provided under Subsection **E(6)** hereof shall be credited to the purchaser at the time of reconveyance.

F. A person who, in the promotion of his/her interests or to derive pecuniary benefit, gain or profit for himself/herself or for any person, association or corporation, shall solicit, induce or agree to cause or to cause any other person, association or corporation to apply for a conveyance pursuant to this section, and who gives or promises to give such applicant any consideration or other assistance in return for the applicant's promise or agreement to convey, transfer or assign the right, title and interest in the lands, real estate or real property subsequently to be conveyed to such applicant by the City pursuant to this section, or a person, officer or director of an association or corporation who, being entitled to apply for a conveyance pursuant to this section, in return for a consideration or other assistance by or accepted from another person, association or corporation not entitled to so apply, agrees to make such application and promises, or in any way binds himself/herself, to sell, transfer or assign his/her right, title and interest in the lands, real estate or real property subsequently to be conveyed to him/her by the City pursuant to this section, is guilty of a misdemeanor.

G. The right to apply for a conveyance by this section shall be the exclusive method by which any person, association or corporation which by this section shall be entitled to make application may secure a conveyance of such lands, real estate and real property.

H. The right for a person, association or corporation to apply for a reconveyance of a designated parcel of City surplus real property acquired by virtue of an in rem foreclosure proceeding shall be limited to two one such applications with each application subject to City Council approval.

[Added 10-6-2016 by Ord. No. 71]

§ 83-7. Proposals.

A. When accepted. During the 30 days following the publication of the first newspaper advertisement pursuant to § **83-3D**, proposals shall be accepted by the Bureau of Surplus Property on all surplus property owned by the City at that time.

B. ~~Selective acceptance.~~ At other times, as the Assessor shall decide, proposals may be accepted on selected parcels which have appeared in an advertisement in the official newspaper at least two times, giving notice that proposals will be accepted and when and where they may be submitted.

C. Form of proposal. Proposals submitted to the Assessor shall contain at least the following to be eligible for review:

- (1) A description of the proposed use and a plan for accomplishing said use.
- (2) A proposed purchase price.
- (3) A signed copy of the terms of sale and the statement required therein.
- (4) A signed commitment stating that the proposer is willing to make a contract with the City guaranteeing performance of the proposed plan.

D.

~~Additional Information. In addition to the items required in the proposal, the proposer will also provide the following information in connection with the application:~~

~~[Amended 10-6-2016 by Ord. No. 71]~~

~~(5) (1) Past record of the proposer in rehabilitating or managing real property.~~

~~(6) (2) Amount of money promised to be invested in the property.~~

~~(7) (3) Source of financing.~~

~~(8) (4) Additional conditions proposer is willing to set for himself/herself.~~

E. Evaluation of proposals. Proposals shall be submitted to the Bureau of Surplus Property and the Property Review Committee shall evaluate the proposals, using the following criteria:

[Amended 10-6-2016 by Ord. No. 71]

(1) Whether the proposer would be an occupant of the building or, if not an occupant, would live near the property.

(2) Whether there is a probability that the proposer will be successful in completing proposed improvements and maintaining the property.

(3) Whether the proposal accords with the best use of the property.

(4) Whether the proposal will be a benefit to neighborhood condition, appearance and property values.

(5) Whether the proposal will result in the highest long-term tax return to the City.

(6) Consideration of applicant's history of code compliance.

F. Consideration by the City Council. The Bureau of Surplus Property shall make a recommendation to the City Council for approval or rejection of the proposal. As soon

as possible after deadline for submission of proposals, the City Council shall vote on the proposal.

G. Proposal contracts. Within 30 days of the acceptance of the proposal by the City Council, the purchaser shall pay the purchase price and execute a contract setting forth the conditions of sale as outlined in the proposal and guaranteeing performance.

§ 83-8. Auctions.

A. Public auctions ~~shall~~ may be conducted by the Bureau of Surplus Property after proposals are acted on by the City Council and throughout the year, as needed.

B. Property shall be sold as advertised, starting at the minimum bid.

C. The auction shall not be completed until a down payment is made by the high bidder. In the event the high bidder fails to make a down payment at the conclusion of the bidding, bidding shall commence at the last amount offered prior to being struck down.

§ 83-8.1. Private sale.

A. Offers for private sale may be received by the Bureau of Surplus Property on any parcel at any time, but in no event will the offer be accepted by the City Council until the proposal period is over and there is no auction bid which has not yet been acted upon.

B. Owners of land adjacent to vacant land and to buildings which cannot be rehabilitated, and which the buyer agrees to demolish, on the surplus property list have first priority for private sale.

C. All private sales will be made for at least the appraised value as determined pursuant to § 83-3A.

D. At the request of a prospective purchaser, individual lots may be combined or divided, at the discretion of the City Assessor, to make more desirable property. Such new lots shall be appraised by the Assessor.

Section 2. This Ordinance shall take effect immediately upon filing with the Secretary of State.

Approved as to form

James A. Caruso, Corporation Counsel

MEMORANDUM IN SUPPORT OF PROPOSED ORDINANCE

From: Daniel G. Vincelette, Deputy Corporation Counsel

The Proposed Ordinance amends Chapter 83 of the Troy City Code, Article I relating to the treatment of surplus City property. The revisions to the existing Chapter were reviewed and proposed by the Property Review Committee.

The proposed Ordinance addresses issues that have arisen with respect to the administration and sale of City Property. The Ordinance makes the following revisions to the existing Code Chapter

- The amendments provide for greater oversight of City Properties by the Bureau of Code Enforcement
- Allows the Troy Land Bank and Local Development Corporation to designate City Property for transfer by the Real Property Review Committee
- Designates additional City Employees to whom City property may not be sold. Those employees can apply to the Law Committee and
- The terms of sale for City Property now include additional Code Compliance requirements
- Includes an applicant's history of code compliance in the factors for evaluation of sale proposals.
- Allows the City to retain a licensed New York State broker to sell City property.

ORDINANCE AMENDING THE CODE OF THE CITY OF TROY: SECTION 83-5 C

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Section 83-5 C of the Code of the City of Troy is hereby amended to provide and read as follows, with new matter underlined:

Termination of right of reentry pursuant to legislative authorization of the City Council. Any condition or right of reentry may be terminated by deed signed by the Mayor upon either a certificate of compliance from the Bureau of Code Enforcement, showing that the property conforms in all respects to the appropriate rules and regulations, or upon the purchaser obtaining a building and loan rehabilitation mortgage or rehabilitation mortgage, which shall be recorded simultaneously with the deed, releasing the right of reentry.

Section 2. This Ordinance shall take effect immediately

Approved as to form April 16, 2019

JAMES A. CARUSO, ESQ. Corporation Counsel

Memo in Support
Ordinance #35

This ordinance will require the City Council to authorize the Mayor to terminate the right of re-entry or the reverter clause for surplus city property.

This legislation proposes to make the termination of the city's right of re-entry (reverter clause) a more transparent and open public process. Under the existing code 83-5 C, the Mayor has the sole authority to terminate the city's right of re-entry without any public discussion or input.

Additionally, the proposed legislation will require the City Council to authorize the Mayor to terminate the right of re-entry or the reverter clause. This would be done through legislation at a council meeting after review by the appropriate standing committee and subject to public input or comment.

This legislation is an additional measure to protect Troy taxpayers in the future from city property being sold to anyone without meeting the terms and conditions of the sale.

A recent case involving surplus city property of [226 Cemetery Road](#) allowed the purchaser of the property to get clear title without any public discussion and without meeting the terms and conditions of the sale. The sale of this property is currently subject to several indictments issued by the NYS Attorney General. The purchaser of the surplus property was a former Troy City Engineer.

Should this legislation pass, it will continue the City Council's commitment to ensure that the City Council provides proper oversight and transparency at all times on important city matters.

Carmella R. Mantello
City Council President
City of Troy

**ORDINANCE APPOINTING MEMBERS TO THE JOINT TASK FORCE ON
SUSTAINABILITY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to the City Code of the City of Troy, Chapter 53 **JOINT TASK FORCE ON SUSTAINABILITY AND CLIMATE SMART PRACTICES IN COMMUNITY PLANNING**, the following members are to be appointed for the following terms:

- 1.
- 2.
- 3.
- 4.

Section 2. This Ordinance shall take effect immediately.

Approved as to form, April 17, 2019

James A. Caruso, Esq., Corporation Counsel

ORDINANCE AUTHORIZING AND APPROVING THE FILING OF THE CITY OF TROY'S APPLICATION FOR FUNDING PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, THE MCKINNEY ACT EMERGENCY SHELTER GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE OF THE CITY FOR SUCH PURPOSES

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy's consolidated plan grant funding for the 2019-2020 program year is set forth in the notice of proposed project funding, identified as Schedule "A", which is attached hereto and made a part hereof. The Mayor on behalf of the City of Troy be and hereby is designated as the authorized representative of the City of Troy to act in connection with the filing of an application for funds pursuant to the United States Housing and Community Development Act of 1974 (CDBG), the McKinney Act Emergency Shelter Grant Program (ESG), and the HOME Investment Partnership Program (HOME).

Section 2. The Mayor, on behalf of the City of Troy, is hereby authorized to execute all contracts, documents, and other instruments in furtherance of implementing all projects associated with and described in such application and to use such funds pursuant to such application and described in the attached Public Hearing Notice and undertake other such actions and provide such additional information as may be required in the furtherance thereof.

Section 3. This act will take effect immediately.

Approved as to form April 17, 2019

James A. Caruso, Corporation Counsel

Memo In Support

This legislation outlines the current proposed amounts for the July 1, 2019 – June 30, 2020 program year for the CDBG, ESG and HOME Programs. This will be the final Annual Action Plan of the 5 Year Consolidated Plan. It is required by HUD under the program guidelines that the annual action plan is passed at this time.

See Attached Outline

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NOTICE OF PROPOSED PROJECT FUNDING FOR THE
CITY OF TROY 2019-2020 ANNUAL ACTION PLAN
NOTICE OF 30-DAY PUBLIC COMMENT PERIOD**

Notice is hereby given on this day Monday, March 25, 2019 that the City of Troy, New York hereby present its proposed 2019 One Year Action Plan budget (OYAP) for the 2019-2020 Consolidated Planning program year that begins July 1, 2019. The Proposed U.S. Department of Housing and Urban Development funding includes \$1,781,861 Community Development Block Grant (CDBG) funding, \$149,069 Emergency Solution Grant (ESG) funding and \$406,222.40 HOME Investment Partnerships Program funding.

Due to the fact that Congress has not yet passed the budget these numbers are as close to what can be expected with a 10% +/- adjustment. If there is an adjustment then for the CDBG Funds the funding change will be added or deducted to/from the South Troy Reinvestment Project. For the ESG funds there will be an equal adjustment from all recipients and HOME funds will be adjusted to the CHDO account.

A statutory 30-day public comment period will begin on **Monday, April 1, 2019** and ends on **Tuesday, April 30, 2019**. All residents, property owners, and other stakeholders of the City of Troy are encouraged to submit written comments or questions regarding the draft One Year Annual Action Plan to the Department of Housing & Community Development located at City Hall, 433 River Street Troy, NY 12180 or email to carolin.skriptshak@troyny.gov

In addition, a special public hearing by the Troy City Council will be held at City Hall, 433 River Street, Troy on **Thursday, April 4, 2019 at 6:45 PM**. Troy stakeholder and city residents are encouraged to comment on the proposed 2019 Annual Action Plan budget. Final approval of the proposed 2019 One Year Annual Action Plan is scheduled for **Thursday, May 2, 2019 at 7:00 PM** the regularly scheduled Troy City Council meeting.

A copy of the Five Year Strategic Plan of the Consolidated Plan as well as the Annual Action Plan are available for public review weekdays between the hours of 8:30 AM to 4:30 PM at the offices of the Department of Housing and Community Development in Troy City Hall.

Planning & Administration (CDBG): \$ 292,624

CDBG Planning Administration (Troy Housing Department, \$292,624): Funding is for staff salaries, and to perform the administrative requirements of the Community Development Block Grant program as required under the regulatory statutes of the United States Department of Housing and Urban Development (U.S. Department of HUD).

Neighborhood Livability (CDBG): \$ 270,000

Code Enforcement (Troy Code Enforcement Department, \$ 270,000): funding to conduct code inspections and related program delivery work in low/moderate income census tract areas.

SOUTH TROY TARGET AREA REINVESTMENT \$1,219,237.00

South Troy Target Area Reinvestment (City of Troy Housing Department, \$1,174,237):

The South Troy Target Area Phase 2 & 3 will consist of targeted infrastructure improvements, and neighborhood quality of life improvements including, sidewalks and curbing replacement, milling & paving, streetscape improvements, public safety and neighborhood park improvements. Starting on 2nd & 4th Streets at Jackson and heading North. This is part of the 2 ½ year Project (2017- 2019) with CDBG funding totaling \$2.5 million.

Program Delivery Expense (City of Troy Housing Department, \$45,000): Direct program expenses related to the South Troy infrastructure project including onsite project management oversight, design and engineering, Davis Bacon compliance and related work and coordination with contractors and homeowners.

ESG Homelessness \$149,069

ESG Administration, (CARES, \$11,180.00): Administrative and related program expenses associated with the implementation of the Emergency Solutions Homeless Grant Program.

Unity House Emergency Shelter Operating Expense, (Unity House, \$30,700.00):

Emergency shelter operating funds: this service provides emergency shelter and support for domestic violence victims and their children who are faced with homelessness as a result of domestic violence.

Unity House Homeless Prevention, (Unity House, \$6,858.00): The Unity House Prevention program provides emergency rental assistance and security deposits for residents that are at risk of becoming homeless.

TAUM Furniture Program – Rapid Rehousing (Troy Area United Ministries, \$12,282.00): Provides free Furniture to households obtaining permanent housing after homelessness.

TAUM Furniture Program – Homeless Prevention (Troy Area United Ministries, \$2,033.00): Provides free Furniture to households obtaining permanent housing after homelessness.

Roarke Center Connections Homeless Prevention Program (Catholic Charities, \$11,382):

The Roake Center Prevention program provides case management and rental assistance for residents that are at risk of becoming homeless. As a means to keep residents from becoming homeless clients are provided on-going services related to education, rehabilitation, job search, mental health and maintaining permanent housing.

Joseph's House Emergency Shelter Operating Expense (Joseph's House, \$48,311.00):

Operating funds: this service provides shelter and support, advocacy and re-housing services to City of Troy homeless residents.

YWCA Homeless Prevention (Troy YWCA, \$16,323.00): Program serves more than 50

homeless women and women with children to work towards becoming self sufficient.

Homelessness Planning and Assistance Services (Corporation for AIDS Research, Education and Services, Inc. (CARES), \$10,000): Funds to provide updates and maintenance of the Homeless Management Information Services System (HMIS) database required by United States Department of Housing and Urban Development (USDHUD).

(HOME) \$406,222.40

HOME Administration Costs (City of Troy, \$35,000.00): Perform the administrative requirements of the HOME program as requested by the City of Troy and by the United States Department of Housing and Urban Development (USHUD).

CHDO Set-Aside Project (TBD, \$271,222.40): A certified CHDO will undertake new construction projects or perform rehabilitation on city owned property that will be sold to low and moderate income persons either in the Troy Housing Authority's Self-Sufficiency program, the City's Homebuyer Incentive Program, or Habitat for Humanity homebuyers.

Homeowners Incentive Program (TRIP, \$100,000): Grants for City of Troy first time homebuyers. Grant provides down payments, closing costs, and mortgage reductions for low/moderate income first time homebuyers.

All Troy residents and taxpayers, as well as neighborhood organizations, businesses, and other stakeholders in Troy are invited to review this spending plan and comment on it in writing, until 4:30 PM on Tuesday April 30, 2019. After receipt of public comments from the April 4, 2019 public hearing, and 30-day public comment period the City Council will move to approve the One Year Annual Action Plan at its regular meeting at 7:00 PM on Thursday, May 2, 2019. Thereafter, the City of Troy will submit its formal application for funding to HUD by May 16, 2019.

Publication Dates: March 25, 2019

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
GAR ASSOCIATES LLC.**

WHEREAS, the City of Troy solicited proposals from qualified vendors to provide services to the City and received one (1) response; and

WHEREAS, GAR ASSOCIATES LLC, submitted a proposal in response; and

WHEREAS, GAR ASSOCIATES LLC, can provide the processing of Commercial Building Permits and Valuation Consultation services to the City that include assessment support services related to data collection, valuation consulting and building permits for commercial type properties.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the Mayor to enter into a one (1) year contract with GAR ASSOCIATES LLC, with an option for one (1) additional year extension.

Approved as to form

James A. Caruso, Corporation Counsel

MEMO IN SUPPORT

In reviewing the proposal for the processing of Commercial Building Permits and Valuation Consultation services, it has been determined that the City will benefit from the services provided by GAR Associates LLC. GAR Associates LLC can provide services to the City that include processing commercial building permits, data collection, preliminary valuation estimates, updating RPSV4 with property inventory and photos, and general assessment advice. The analysis of the proposal included a thorough review including, but not limited to, qualifications, experience with other municipal clients, local representation, office proximity, value added services, past performance, and familiarity of City neighborhoods and properties. The result of this analysis has determined GAR Associates LLC would be the best fit for the City's needs.

GAR Associates LLC
Professional Service Agreement
Assessment Support Services
City of Troy
Rensselaer County, New York

V.66 (Rev.8/8/18)

AGREEMENT

FOR

PROFESSIONAL SERVICES

Agreement made this ____, of _____ 2019 by and between the **CITY of TROY**, a municipality of the State of New York, (hereinafter referred to as the "**CITY**") and **GAR ASSOCIATES LLC**, a New York Corporation having a principal place of business at 2399 Sweet Home Road, Amherst, New York 14228, (hereinafter referred to as the "**CONTRACTOR**").

WHEREAS, the **CITY** requested a Proposal and the **CONTRACTOR** provided a proposal for assessment support services dated February 12, 2019, copies attached hereto and made part of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. EMPLOYMENT

The **CITY** engages the **CONTRACTOR** and the **CONTRACTOR** hereby accepts to provide the professional services requested under the Proposal for assessment services outlined by the **CONTRACTOR**.

2. SERVICES & RESPONSIBILITIES

Upon execution of this **Agreement** the **CONTRACTOR** will provide professional real property assessment support services and undertake activities relating thereto all particularly set forth herein. Support services include but are not limited to: the consultation in the processing and valuation of outstanding building permits for commercial parcels as identified by the **CITY** and valuation consultation, collectively the "Support Services". The **CITY** agrees that the **CONTRACTOR** shall be the **CITY's** exclusive provider of Support Services and Assessment Services as defined above for the term of this agreement. The **CITY** shall not engage the services of any consultant, subcontractor or any other party or entity to perform any aspect of the Support and Assessment Services as indicated by the proposal submitted by the **CONTRACTOR**

Promptly after the execution of this **Agreement**, the **CITY** shall provide the **CONTRACTOR** with any and all requested information required to perform services. In addition, the **CITY** shall use commercially reasonable, good faith efforts to cooperate and collaborate with **CONTRACTOR** to support **CONTRACTOR'S** efforts under this **Agreement** including, without limitation, working together with **CONTRACTOR** and IT Department as may be necessary or helpful to complete the Project described in this **Agreement**.

The **CITY** and the **CONTRACTOR** acknowledge that changes in City Assessment staff, specifically the **CITY** Assessor and or assessment staff can impact the timing and budget of the project. In the event that the **CITY** Assessor and or the assessment staff, as of the date of this agreement, are no longer actively involved in working on the Project, the parties acknowledge that there may be additional costs for time spent on transition to substitute personnel for either or both parties. In such event, the parties hereby agree to reasonably negotiate with each other in good faith to accommodate such a change.

3. TERM

This agreement shall commence after receipt of signed **Agreement** and remain in place through December 31, 2019. There will be an option for an additional one-year renewal if mutually agreed upon

by both parties.

4. COMPENSATION

For all professional services provided by the **CONTRACTOR**, the **CITY** agrees to pay to the **CONTRACTOR** according to the payment schedule as outlined in the proposal and as set out in the "Payment Schedule and Terms of Payment" attached to and made a part of this **Agreement**. All invoices shall be paid promptly and no later than ninety (90) days, after receipt by **CITY**, together with such form of **CITY** invoice and such supporting documentation as the **CITY** may require, after which interest will accrue on a daily basis using a monthly rate of 1% one percent.

5. INSURANCE

The **CONTRACTOR** will be required to procure and maintain at their own expense the following insurance coverage:

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or Non-owned autos with limits not less than One Million Dollars (\$1,000,000) 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.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:

1. The City of Troy is named additional insured on a primary and non- contributing basis.
2. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
3. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

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

6. TERMINATION

CONTRACTOR may cancel this Agreement in the event of non-payment by the **CITY** of any sum due hereunder for ninety (90) days following the day such payment first fell due or in the event that the **CITY** does not meet the obligations as outlined in this **Agreement**; however, the **CONTRACTOR** must provide to the **CITY**, within thirty (30) days, written notice of intention to terminate. The **CITY** shall have an additional ten (10) days following receipt of such notice in which to cure the same. The **CITY** may cancel this Agreement only in the event of breach by **CONTRACTOR** of its obligations hereunder and the continuation of such breach following, thirty (30) days written notice to

CONTRACTOR and the opportunity to cure, from **CITY** specifying such breach in reasonable detail.

In the event of termination of this Agreement, the **CONTRACTOR** shall be entitled to payment in the same proportion of total **Agreement** price, including interest if any, as it relates to the proportion of the services actually provided by **CONTRACTOR** in accordance with this agreement termination date. Both parties may mutually agree to terminate this **Agreement** at any time.

7. WAIVER OF BREACH

The failure of either party to enforce at any time any provision of this agreement, including all attachments, shall not affect or impair the validity of the provisions of the agreement.

8. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or bind either party. This agreement may be modified and amended at any time upon mutual agreement, in writing, and signed by both parties.

9. INDEPENDENT CONTRACTOR

The relationship of the **CONTRACTOR** to the **CITY** shall be that of an independent **CONTRACTOR** and no principal-agent or employee-employer relationship is created by this agreement.

10. OWNERSHIP OF DATA

All Data and information collected by or on behalf of the **CONTRACTOR** or the **CITY** is the property of the **CITY**. That data or information used by the **CONTRACTOR** in the services contemplated herein shall remain the property of the **CITY** and no use or copying shall be made thereof beyond that listed in this agreement without the prior written permission of the **CITY**.

The **CONTRACTOR** will provide the **CITY** with a detailed list of information and data delivered and the **CITY** will provide the **CONTRACTOR** with written confirmation that the information turned over was complete and satisfactory.

12. EMPLOYMENT LAWS

The **CONTRACTOR** shall comply with all the applicable provisions of Federal and New York State Laws, rules and regulations regarding employment and shall further specifically comply with those sections related to discrimination.

13. DOCUMENTS

Upon the completion of the **PROJECT**, the **CONTRACTOR** will deliver to the **CITY** the required documents as agreed by the **CONTRACTOR** and **CITY**.

14. LAWS GOVERNING

This agreement shall be construed in accordance with the laws of the State of New York without regard or reference to its conflict of laws principles.

15. NON-DISCLOSURE

In order to protect the interests of the **CITY**, and **CONTRACTOR**, no valuation data will be released to the general public without the express written consent of the **CITY**. In the event the **CONTRACTOR** shall be made a party to any suit seeking to compel the disclosure of information, which the **CITY** has declined to permit **CONTRACTOR** to disclose, the **CITY** shall indemnify and hold **CONTRACTOR** harmless from all costs, expenses and judgments, including reasonable attorneys fees incurred in such suit. Upon delivery to the **CITY** Project Administrator all specific work products shall belong to the **CITY** and the **CONTRACTOR** shall not sell or otherwise disclose any information concerning specific properties or classes of property within the **CITY** during or after the completion of this **Agreement** without the express written consent of the **CITY**.

16. U.S.P.A.P COMPLIANCE

All valuation and appraisal methodology will be utilized in accordance with U.S.P.A.P. (Uniform Standards of Professional Appraisal Practice) Standards and will be performed on all parcels according to the terms of the **Agreement**. The **CONTRACTOR** agrees and the **CITY** acknowledges the U.S.P.A.P. compliance required by **CONTRACTOR**. Further the **CITY** acknowledges that under the U.S.P.A.P. compliance, **CONTRACTOR** is obligated to support any and all assessment valuations developed by **CONTRACTOR** and accepted by the **CITY**, for the purpose of the project.

17. INDEMNIFICATION

The **CONTRACTOR** shall defend, indemnify and hold the **CITY** harmless from any liability, claim, demand or judgment arising from negligence, willful act or omission of the **CONTRACTOR** in connection with this **Agreement** of the work to be performed hereunder. The **CITY** must promptly inform **CONTRACTOR** of any claim or threatened claim requiring indemnity and afford the **CONTRACTOR** and its insurer the opportunity to assume defense.

18. AVAILABILITY OF DATA/FILES.

Upon request and for the duration of this agreement, the **CITY** shall provide the **CONTRACTOR** access to the **CITY's/CITY'S** RPS.db , any and all related image files and any other project-related files (i.e. "electronically stored", hard copies etc.) required to perform project tasks and maintain the project timelines. The **CITY** acknowledges that delays in **CONTRACTOR's** access to the above-described items can cause delays in meeting project deadlines and increase costs to the **CONTRACTOR**. In the event the **CONTRACTOR** incurs additional costs as a result of the **CITY's** failure to provide timely access to the above mentioned project files, the **CONTRACTOR** reserves the right to pass on such verifiable additional costs to the **CITY** and the **CITY** shall pay the same within 90 days of the **CONTRACTOR's** invoice thereof.

Notwithstanding the foregoing, nothing in this Agreement or otherwise shall be construed as a guaranty of the **CONTRACTOR'S** assessment of market value of any parcel of real property covered by this Agreement, it being understood and agreed that the techniques and procedures to be employed hereunder by the **CONTRACTOR** have been developed for mass appraisals.

19. TERMINATION FOR CAUSE.

The **CITY** reserves the right to terminate this **Agreement** at any time for cause. The violation of any provision or condition contained in this **Agreement**, or the refusal, failure, or inability to carry out any provisions of this **Agreement** shall constitute sufficient grounds to terminate this **Agreement** for cause. Should The **CITY** elect to terminate this **Agreement** for cause, The **CITY** will notify the Contractor 10 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The **CITY**.

20. TERMINATION WITHOUT CAUSE.

The **CITY** may terminate this **Agreement** without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

City of Troy, New York

By: _____
James A. Caruso
Corporation Counsel

By: _____
Wm. Patrick Madden
Mayor

GAR ASSOCIATES LLC

(Seal)

BY, _____
F. Cindy Baire, President/Member

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:
CITY OF TROY)

On this _____ day of _____, 20__ , before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC: STATE OF NEW YORK

Exhibit A

Payment Schedule and Terms of Payment

Fee Schedule

Permits for existing construction:

Commercial Parcels: \$75–\$125 depending on the complexity of the permit.

Permits for new construction:

Commercial Parcels: \$150–\$250 depending on the complexity of the permit

Before commencing work GAR will review the permits and provide the City with a specific cost associated each permit.

Consulting Hourly Rates:

Residential Field Appraiser	\$75/hr
Commercial Field Appraiser	\$100/hr
RPS Specialist	\$85/hr
Senior Appraiser	\$175/hr
Project Coordinator/Admin	\$55/hr
Public Relations Specialist	\$150/hr
Senior Manager	\$175/hr
Litigation Appraiser:	\$250 - \$275/hr

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A “Y” PARKING LOT USE AGREEMENT
WITH 33 SECOND STREET**

WHEREAS, the City owns a municipal parking facility located at or near First Street between Broadway and State Streets and between First Street and an alley east of said First Street, in the City of Troy and being more particularly described and designated as Tax Map No. 101.53-7-14, hereinafter referred to as the “Y” Lot.

WHEREAS, 33 Second Street owns a parcel of land adjacent and contiguous to the “Y” Lot, said parcel being situate to the south of the Site and being more particularly described and designated as Tax Map No. 101.53-7-9;

WHEREAS, 33 Second Street is desirous of leasing parking spaces at the “Y” Lot in exchange for the City’s simultaneous, continuous use of said adjacent parcel;

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a contract with 33 Second Street attached hereto and made a part hereof.

Approved as to form, April 4, 2019

James A. Caruso Esq., Corporation Counsel

“Y” PARKING LOT AGREEMENT

THIS AGREEMENT (the “Parking Agreement”) is made as of the _____ day of April, 2019 by and between the **CITY OF TROY, NEW YORK** (hereinafter referred to as “City”) a municipal corporation with offices located at 433 River Street 5th Floor, Troy, New York, and **33 SECOND STREET BUILDING, LLC** (hereinafter referred to as “33 Second Street”), a domestic limited partnership of the State of New York having an address of 18 Division Street, Suite 401, Saratoga Springs, New York, 12866

WHEREAS, the City owns a municipal parking facility located at or near First Street between Broadway and State Streets and between First Street and an alley east of said First Street, in the City of Troy and being more particularly described and designated as Tax Map No. 101.53-7-14, hereinafter referred to as the “Y” Lot.

WHEREAS, 33 Second Street owns a parcel of land adjacent and contiguous to the “Y” Lot, said parcel being situate to the south of the Site and being more particularly described and designated as Tax Map No. 101.53-7-9;

WHEREAS, 33 Second Street is desirous of leasing parking spaces at the “Y” Lot in exchange for the City’s simultaneous, continuous use of said adjacent parcel;

NOW THEREFORE, in consideration of the mutual agreements herein contained the parties hereto do hereby agree as follows:

1. **Parking Spaces**: The City agrees to reserve and make available to 33 Second Street 14 parking spaces in the “Y” Lot. If other development occurs at the site of the ‘Y’ Lot, the City will make reasonable efforts to provide 33 Second Street adequate parking spaces at another City lot and allow 33 Second Street to return to the “Y” Lot after a new parking structure was built at the site.
2. **Rent**: In exchange for the simultaneous, continuing use of said parcel the City will make available to 33 Second Street 14 parking spaces at the “Y” Lot at no cost.
3. **Term**: The term of this agreement shall be for ten years commencing April 1, 2019 through March 31, 2029. The term of this agreement may be terminated upon mutual agreement of the parties for site development for purposes of additional parking. The City may extend the term of this Lease for an additional five years. The City must give 33 Second Street notice of its intention to extend the term of the lease prior to the expiration of the initial term of this lease. Said notice shall be in writing and shall be sent by certified mail, return receipt requested to the address of 33 Second Street at least 180 days but not more than 365 days prior to the expiration of the initial term of this Lease.
4. **Use**: The parking made available shall be for the benefit of 33 Second Street. The parking spaces being leased shall only be occupied by those vehicles displaying the permit issued by the City or by any other means so provided by the City in the future.
5. **Signage**: The City agrees to erect such signs and notices as may be useful or necessary to restrict use of said parking spaces to the aforementioned use.

- 6. Patrol: The City will adopt reasonable measures to prevent unauthorized use of the said parking spaces; and will cooperate with 33 Second Street in the enforcement of same.
- 7. Liability: The City shall not assume liability for auto accessories or articles left in vehicle parked in the “Y” Lot. No liability shall be assumed by the City for loss or damage by fire, theft or any other cause to, or by the vehicle, while parked in the “Y” Lot.
- 8. Permit Holders: 33 Second Street agrees to provide to the City a list of all permit holders. Such list shall include for each permit holder: the name of the permit holder, phone number, make, model and color of the vehicle and license plate number. 33 Second Street further agrees to update this information whenever there is any change to this information.
- 9. Assignment: This lease is for the benefit of the tenants of 33 Second Street may not be assigned by 33 Second Street except to the new owner of 33 Second Street in the event of a sale of the building.
- 10. Compliance: 33 Second Street agrees to comply with all the rules and regulations of the City applying to the issuance of parking permits and the use of said lot. The City parking permit issued to 33 Second Street for use by those individuals identified in paragraph “1” of this agreement must be visibly displayed in the vehicle.
- 11. Maintenance: The City shall provide all necessary routine maintenance including snow removal and striping for the parking lot and signage at its sole expense. Future paving needs will be cost shared pro-rata based on land ownership percentage after 90-day notice by the City to 33 Second Street.
- 12. Miscellaneous:
 - (a) All notices hereunder shall be in writing and shall be given by either personal delivery or by certified mail, return receipt requested. Notice shall be deemed given upon delivery if given by delivery and upon mailing if given by mail.
 - (b) This agreement represents the entire agreement between the parties relating to the subject matter hereof and may not be amended or modified except by a writing subscribed by both parties.
 - (c) This agreement shall be binding upon the parties, their successors and assigns and governed by the Law of the State of New York.

THE CITY OF TROY, NEW YORK

By:

Patrick Madden
Mayor, City of Troy, NY

33 SECOND STREET BUILDING, LLC

By:

Alfio Bonacio, Jr., Member

**Steven Strichman
Commissioner**



**Patrick Madden
Mayor**

**Department of Planning and
Economic Development**

To: City Council
From: Steven Strichman
Date: March 7, 2019
Re: "Y" parking lot agreement

The City is one of three owners of the "Y" parking lot on First Street. To provide maximum parking capacity, a cooperative arrangement has been in effect which lays out the details and responsibilities. The agreement with 33 Second Street Building LLC (33) is due for renewal and attached. The agreement provides for 14 parking spaces for 33 in exchange for the city's continuous usage of 33's lot (for access and circulation) allowing both parties to maximize parking.



**RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE
THE TACTICAL TEAM JOINT SERVICES AGREEMENT
WITH THE TOWN OF COLONIE**

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service , and

WHEREAS, The City of Troy and the Town of Colonie anticipate a potential need for the joint response of the police tactical teams to deal with certain criminal acts or threats which may be more effectively dealt with through the use of a specialty trained tactical team rather than with standard police operations.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Troy, hereby authorizes the Mayor or his designee to enter into a Tactical Team Joint Service Agreement in substantial conformance with the agreement attached hereto and made a part hereof.

Approved as to form, April 10, 2019

James A. Caruso, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

Section 119-0 of the New York General Municipal Law permits municipal corporations, such as the City of Troy and the Town of Colonie, to enter into mutual agreements of this nature that foster and coordinate joint effort between both participants' tactical response teams to address and deal with certain criminal acts and/or threats to public safety.

In an effort to maximize both the coordination and efficiency of law enforcement responses to those criminal acts and/or threats to public safety, the City of Troy and the Town of Colonie are agreeing to enter into a Tactical Team Joint Service Agreement designed to formalize and facilitate the joint use of specially trained tactical response teams, rather than standard police operations, through a sharing of both police personnel and equipment.

It is recommended that the City of Troy enter into this Tactical Team Joint Service Agreement to achieve those law enforcement and public safety goals.

TACTICAL TEAM JOINT SERVICE AGREEMENT

This agreement is made this 11th day of April, 2019, between the Town of Colonie, a municipal corporation with its principal place of business at the Memorial Town Hall, Newtonville, New York, and the City of Troy, a municipal corporation with its principle place of business at the Troy City Hall, 433 River Street, Troy, New York.

RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the parties have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than with standard police operations.

NOW THEREFORE, the parties do mutually agree to the terms and provisions of this Tactical Team Joint Service Agreement as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to formalize the relationship between the Town of Colonie Police Department and its Special Services Team and the City of Troy and its Emergency Response Team (hereinafter referred to as "Tactical Teams") and the use of the combined Tactical Team resources; clarify the obligations of each participating entity; and make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

ARTICLE TWO

Personnel and Equipment

Each party agrees that its Police Department may supply Tactical Team personnel, equipment and other available resources to the other upon request in the event of an emergency, if its respective Police Chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's Police Chief, or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in the Tactical Team, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE

Retained Personnel and Equipment

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

ARTICLE FOUR

Compensation

Notwithstanding Section 209-m of the General Municipal Law, neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding Tactical Team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment and workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereby expressly waives all claims of whatever type or nature, except for gross negligence and intentional misconduct, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE

Control of Personnel and Equipment

The Incident Commander of the requesting party shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve, provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party. The requesting party may, however, relinquish Incident Command to the highest ranked officer of the party rendering assistance.

ARTICLE SIX

Privileges and Immunities

To the extent permitted by law, all the privileges and immunities from liability which surround the activities of any participating Tactical Team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's Tactical Team

herein, it shall be administered by the governing bodies of the parties hereto, or an appointee or appointees of each such governing body.

Each party shall have equal access to the records created by the other party related to emergencies responded to under this Agreement.

ARTICLE TEN

Compliance With Laws

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration and Termination

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This agreement shall terminate on December 31, 2021. However, either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

All notices shall be provided to:

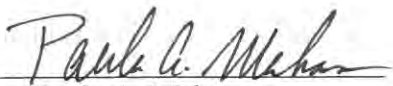
Town of Colonie
Office of the Town Attorney
PO Box 508
Memorial Town Hall
Newtonville, New York 12128

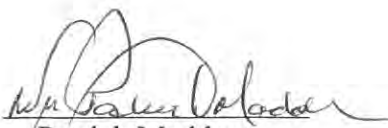
City of Troy
Office of the Corporation Counsel
City Hall, 433 River Street
Troy, New York 12180

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

TOWN OF COLONIE

CITY OF TROY

By: 
Paula A. Mahan
Town Supervisor

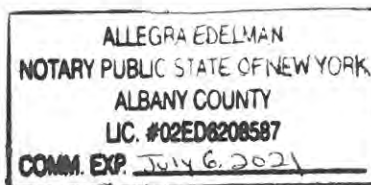
By: 
Patrick Madden
Mayor

(Notarization on following page)

State of New York)
) ss.:
County of Albany)

On the 8th day of April, in the year 2019, before me, the undersigned, personally appeared PAULA A. MAHAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Allegra Edelman
Notary Public



State of New York)
) ss.:
County of Rensselaer)

On the 11th day of April, in the year 2019, before me, the undersigned, personally appeared PATRICK MADDEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

James A. Caruso
Notary Public
JAMES A. CARUSO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES 05/31/2019

**RESOLUTION ACCEPTING THE TROY CITY
DOG PARK RECOMMENDATIONS REPORT**

WHEREAS, a Troy City Dog Park Recommendation Report has been submitted to the City Council; and

WHEREAS, the City Council of the City of Troy, accepts the Troy City Dog Park Recommendations Report attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED, Council General Services & Council Planning Committees will work with the administration on a phased-in implementation plan for the City Dog Park to be located in Prospect Park.

Approved as to form, April 17, 2019

James A. Caruso, Esq., Corporation Counsel

Troy City Dog Park Recommendations

This document has been prepared by the Dog Park Committee appointed by the Troy City Council in 2018. Its purpose is to advise the City's administration and the City Council on dog park planning and in coordination with the City's planning department.

Dog parks provide important social and health benefits for dogs, their human companions, and the broader community. They provide a space where pets can get the exercise they need, particularly in a city where many dog owners may not have access to larger outdoor areas that are fenced in. Access to secure open space not only benefits the dog, but the owner, by helping maintain the dog's health, decreasing the potential of expensive vet bills, and creating opportunities for people to be active with their dogs. Dog parks can further lend towards broader public safety. Creating a fenced off-leash space to help ensure that dogs remain leashed in other areas of the City in compliance with lease law, can decrease the chance that an unsafe situation may occur with an off-leash dog. In addition, dog parks create opportunities for owners to connect and to build community that can extend beyond the park. Once more, they help increase the regular use and visibility of our city parks, and deepen community investment in maintaining parks as vital public spaces.

Currently, Troy has one small dog park in Kinloch Park. The dog park is maintained by the City as part of the larger park that it is a part of. This maintenance plan appears to work well for the dog park's general needs: mowing, garbage removal, etc. Unfortunately, the size of the park is not well suited for larger dogs and its location at the back of that park is not accessible for some residents. Based on both the challenges of this site and what's working well, the Committee has worked to identify and review potential dog park locations.

In doing so, the Committee has considered the following:

- site specifications included in the 2018 "Dog Park Implementation Overview" report by Collar City Canines prepared for the Troy City Council;
- locations identified within the City's code as allowing for dog parks; how central and accessible a given site appeared to be for residents;
- the amount of space available relative to the needs of a dog park; the ability to become ADA compliant;
- the potential for access to water and other beneficial facilities nearby;
- the degree of site preparation and ongoing maintenance needed; and
- the costs involved in that preparation and maintenance.

Based on those considerations, the Committee has chosen to focus its recommendations on a single site within Prospect Park. Recognizing that no one location is likely to meet every ideal characteristic of the perfect dog park, the Committee tried to ensure that as many park needs were addressed as possible, while considering the initial location as one from which to take lessons. These lessons are intended to be seen as both helpful to the continued improvement of the initial park, and instructive with respect to the establishment of further parks in other areas of the city. Following the implementation of a dog park at the initial location, the Committee recommends the establishment of two or more subsequent locations in order to make dog parks accessible to residents that live in different parts of the city and decrease the pressure on any one

park. And, it further recommends that one of these locations be in Frear Park, while another be in a ‘downhill’ location in Central/South Troy.

Ideal Site Specifications

To ensure that this dog park is utilized properly and for its intended purpose, basic site specifications should be met. Below is a list of specifications that are important to a functional and effective dog park.

The dog park should include the following components:

- A fenced area that is at minimum a half acre of open space, and ideally an acre or more of space
- Signage with rules and guidelines for visitors
- Fencing with minimum height of 5 feet
- A double-gated entry to the fenced area to keep dogs contained, ideally two - one that is a dedicated entrance and one that is a dedicated exit
- A streetscape and entrance to the fenced area that is ADA compliant
- A waste management feature
- Nearby access to water facilities for human and animal consumption, and ideally access within the fenced area or just outside
- A site with adequate stormwater drainage and grass-like groundcover
- A seating area to rest, such as picnic table or bench
- A shaded section of the fenced area, preferably where seating is located and within the ADA accessible area of the park
- Parking for vehicles and bicycles in the vicinity of dog park

Risk Mitigation

Risks can be mitigated with proper signage displayed in the entrance to the park detailing a list of rules regulations, and guidelines. Only dogs with proper licensing from the City of Troy will be permitted to use the park which reduces potential liability issues. These licenses require that dogs are up to date on their rabies vaccinations.

The city may consider installing a sign-in sheet and maintain a contact list of dog park visitors for outreach purposes. This can help with accountability for maintenance and to coordinate volunteer workshops with associated community groups and organizations.

Recommended Location

Description: The location recommended to the City of Troy by the Dog Park Committee is near the northwest corner of Prospect Park (see red highlighted map below). The Committee considered locations in other designated areas of the city for a dog park, and determined Prospect Park to be preferable as the site of the first dog park due to its central location, relative size, and ability to provide some buffer area for neighbors. The one drawback of this location that the

Committee considered was the diminished winter-accessibility of the Park, given that the roads are closed, and not currently plowed, for the season.



The recommended site is uphill from the main pavilion and is therefore not in direct view of that area or most highly active sites in the park (like the tennis courts). The site is also separated from the playground by a long field. The Committee recommends adding shrubs in strategic locations between these and other areas.

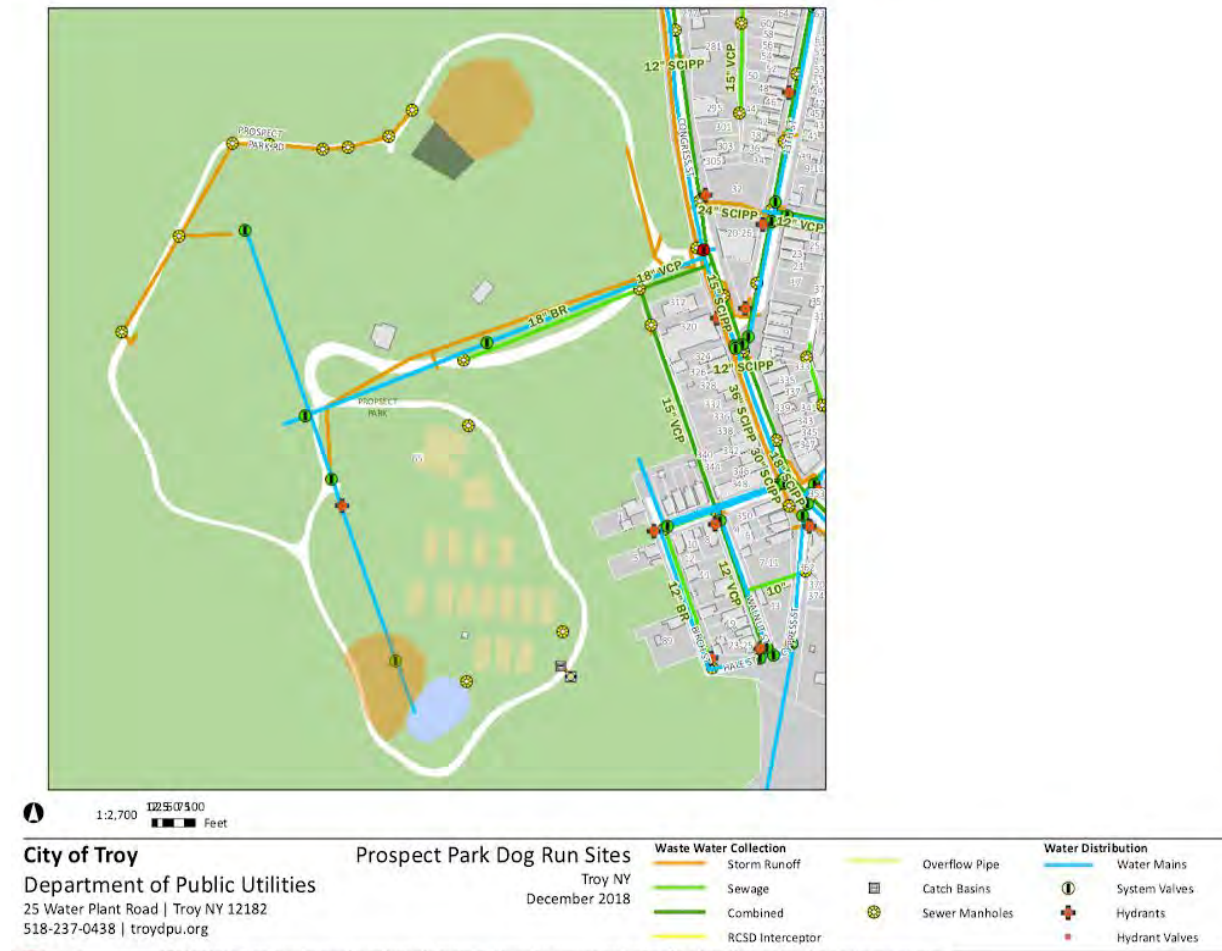
The site is a relatively flat area that is covered in grass, making it an easier and more affordable area in which to install the necessary materials for a dog park, as well as to maintain one. The site has a few large trees and a telephone pole with a light, lending to both shade during the day and visibility in early evening hours. The location of the site also lends towards accessibility, as it has potential car access from the currently closed off portion of Prospect Park Road and a small parking lot next to it. The committee was particularly concerned that any site that was recommended be able to become ADA compliant, and these characteristics of the site were valued as a result.

The recommended site was also preferred by the committee to two other potential sites considered in Prospect Park. One of these other sites, highlighted in orange on the map above, is located by the old swimming pool. The other site, highlighted in yellow, is located in the area off Hale Street. While both of these sites also came with their own particular benefits, the recommended site was preferred to these two areas due to the relatively readiness of the grounds for a park and lack of mitigating structures or materials that might need to be addressed. These confounding factors at the other sites presented greater present and future potential costs or liabilities compared to the recommended site. The one relative draw back of this site was the location of water lines (see figure below). However, the rough estimates from the city for extending water lines, even those closer to other sites, were all too significant to be considered feasible in the immediate term and were therefore not centrally consider in the choosing one location over another. This was particularly the case as direct water access was not seen as an absolute need, provided that water was accessible nearby, but a goal of the park.

Site preparation & infrastructure needs

The construction of the dog park is recommended in two phases. Phase I of the construction addresses: fencing, waste stations, and signage. Phase II addresses: ADA compliance, seating, and more direct water access (as is feasible) from the water lines depicted in the utilities map below.

Phase one has an estimated cost of \$30,000-40,000 and a timeline of roughly 6 months based on estimates from local fencing companies, the estimated costs of nearby dog parks, and feedback



from the city. During this time, the section of Prospect Park Road would need to be reopened to the public and the lot near the site would need to be made usable for vehicles. The Committee recommends that the city consider putting in traffic-calming mechanisms to ensure that the road is shared safely. In addition, fencing and signage would need to be installed, and the city would need to put appropriate plans in place for staff to maintain the park (namely, regarding mowing and waste removal, as well as seasonal maintenance).

The type of fencing recommended by the committee is 5-6 foot black aluminum fencing. It is further recommended that there be a double entry gate for people and their dogs, as well as an additional entry point through a wide service gate for the use of maintenance vehicles. While the black aluminum fencing was quoted at a slightly higher cost than chain-metal link fencing, the committee considered the ease and cost of being able to replace a single panel of the aluminum fencing, which appears to be more difficult to damage, compared with having to replace much longer sections of chain-metal if one part of it is damaged. The committee also felt the black aluminum fencing was more aesthetically appealing and would retain more appeal to park visitors.

The dog park should have adequate signage with clearly displayed set of rules for dog park users. The sign should be easily visible and should be legible by persons with visual impairments. The city should consider including the following rules on the signage:

- Dogs must be leashed while in Prospect Park, until entering and upon exiting the dog park
- Owners are legally responsible for the behavior of their dog(s) at all times
- Owners must be within the dog park and supervising their dog(s) at all times
- Owners are responsible for removing their dog if the dog displays aggressive behavior
- Unsupervised dogs will be reported dog control
- Only dogs that are licensed and have current vaccinations are allowed in the park
- Unspayed dogs in heat and puppies who have not completed all their vaccinations yet are not permitted in the park
- Dogs must be trained to respond to voice or other appropriate commands
- No food, dog treats, and glass containers are permitted in the dog park
- Owners must pick up after their dog(s) and use the appropriate waste station(s)
- Minors must be accompanied at all times by an adult
- Dogs can be licensed with the City of Troy through the Clerk's' Office at: [contact]
- If you see an unattended dog please call animal control [contact]

The dog park should also have appropriate waste stations so that dog owners can take care of their dog's waste. These stations should either include a dug septic tank (as in the nearby East Greenbush Dog Park), or include one or two covered waste bins along with the provision of bags. Committee members further suggested with regard to the provision of bags that the site could provide a receptacle for residents' used grocery or other bags for this purpose to cut down on the production of waste.

Suggested Maintenance Schedule for the Dog Park:

Continued bi-weekly tasks of City staff:

- Mowing and Weed-whacking within and along fence line
- Waste and recycling removal from can(s).

Additional bi-weekly tasks of City staff:

- Resupply Waste Bag Station(s)
- Pick up trash around fences.
- Visual inspection of condition of sod, fencing, gates, benches and water line.

Seasonal Responsibilities:

- Re-seeding bare spots in sod.
- Filling ruts and holes.
- General care of fences and gates, benches.

Costs & Recommendations for Phase I

- Signage: \$100-200
- Fencing: \$30-35,000
- Waste stations: \$300-400
- Maintenance: estimated workload of 2.5 hours/bi-weekly