

**TROY CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, June 2, 2016
7:00 pm**

Pledge of Allegiance
Roll Call
Good News
Vacancy List

Pursuant to Section 2-25 Entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker for Agenda items, and five (5) minutes per speaker on other government issues.

LOCAL LAW

ORDINANCES

33. Ordinance Authorizing Settlement Of Claim, To Wit: Phil S. Rowley V. City Of Troy, Troy Police Officers Brian Strock And Dominick Comitale. Index No.; 241361. (Council President Mantello) (At the Request of the Administration)

35. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By First Niagara Bank On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At the Request of the Administration)

39. Ordinance Amending The 2016 General Fund Budget To Appropriate Additional Funding From The U.S. Department Of Justice Joint Law Enforcement Task Force. (Council President Mantello) (At the Request of the Administration)

40. Ordinance Amending The 2016 City Budget To Accept Funds From The New York State Department Of Criminal Justice Services For The Purpose Of Furthering The Efforts In Implementation Of The City Of Troy And Rensselaer County Joint Task Force. (Council President Mantello) (At the Request of the Administration)

41. Ordinance Amending The 2016 City Budget To Transfer Funds Within The General, Water & Sewer Fund Budgets. (Council President Mantello) (At the Request of the Administration)

42. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By GRJH, Inc. On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At the Request of the Administration)

43. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Troyvestor Corp. On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At the Request of the Administration)

44. Ordinance Amending The Federal Asset Forfeiture Special Revenue Account To Recognize Additional Federal Asset Revenues And Appropriate Funds. (Council President Mantello) (At the Request of the Administration)

RESOLUTIONS

48. Resolution Authorizing The Mayor To Execute A Deed Transferring City Property To 1844 Land Development, LLC. (Council President Mantello) (At the Request of the Administration)

49. Resolution Authorizing The Mayor To Enter Into An Agreement With The Troy Land Bank Relating To The Demolition Of Deteriorated Properties. (Council President Mantello) (At the Request of the Administration)

50. Resolution Authorizing The Mayor To Sign The U.S. Army Corps Of Engineers Permit Relating To The Ingalls Avenue Boat Launch Project. . (Council President Mantello) (At the Request of the Administration)

51. Resolution Supporting The Application By The City Of Troy For A Downtown Revitalization Initiative Grant. (Council President Mantello) (At the Request of the Administration)

52. Resolution Authorizing The Mayor To Execute And Deliver A Release And Waiver Of Easement To Rosenblum Companies. (Council President Mantello) (At the Request of the Administration)

53. Resolution Authorizing The Mayor To Execute An Architectural/Engineering Consultant Agreement With Greenman-Pedersen, Inc. (Council President Mantello) (At the Request of the Administration)

54. Resolution Authorizing The Mayor To Execute A Memorandum Of Understanding Relating To The Troy Urban Trails System. (Council President Mantello) (At the Request of the Administration)

55. Resolution Authorizing The Mayor To Execute An Easement From The City Of Troy To Carolyn Neudecker. (Council President Mantello) (At the Request of the Administration)

56. Resolution Authorizing The Mayor To Execute A Quitclaim Deed Transferring Ownership Of A City-Owned Parcel To TLC Properties, Inc. (Council President Mantello) (At the Request of the Administration)

ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT: PHIL S. ROWLEY v. CITY OF TROY, TROY POLICE OFFICERS BRIAN STROCK AND DOMINICK COMITALE. INDEX NO.: 241361

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

Section 1. The above named plaintiff commenced an action in Rensselaer County Supreme Court seeking recovery under State law for claims of false arrest and assault and a claim under 42 U.S.C. Sec. 1983 for false arrest and the use of excessive force.

Section 2. The Corporation Counsel is authorized to settle the above litigation. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General release in full satisfaction of Plaintiff's claims prior to issuance of the settlement payment.

Section 3. The Comptroller is authorized to and directed to make, issue and sign the required settlement draft with said sum to be payable out of the Judgments and Claims account.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Plaintiff, Phil S. Rowley commenced an action in Rensselaer County Supreme Court seeking recovery for State common law claims for false arrest and assault and for a claim under 42 U.S.C. Sec. 1983 alleging a violation of his civil rights by reason of false arrest and the use of excessive force.

The claims asserted in this case arise out of an incident that occurred on October 10, 2011. Plaintiff, who was 53 years old, resided at 650 Second Avenue in Troy. On that date, Officer Dominick Comitale encountered Mr. Rowley on the street in front of 656 Second Ave. Officer Comitale claimed that Mr. Rowley was carrying an open can of beer which Plaintiff denies. Officer Comitale also indicated that he called the Plaintiff over and asked for identification and, when Plaintiff refused to comply, attempted to place the Plaintiff under arrest. Plaintiff disputes Officer Comitale's recitation of the facts

Unfortunately, the encounter degenerated into physical confrontation. During the course of the arrest, Officer Comitale performed a leg sweep of Plaintiff causing him to fall to the ground with Officer Comitale on top of him. Plaintiff was handcuffed and transported to the Police Station. He was charged with a violation of the Open Container Law, trespass and resisting arrest. Plaintiff was held overnight at the Police Station and released on \$700 bail. On the day after his arrest, Plaintiff went to St. Mary's Hospital with complaints of pain and swelling in his right elbow, bi-lateral wrist pain and pain on the side of his face. X-rays did confirm that there were no fractures but that there was a large elbow contusion. At the subsequent trial of the charges in Troy Police Court, Plaintiff was acquitted of all charges by a jury.

The case was scheduled for trial on 4/25/16 in Rensselaer County Supreme Court. Just prior to the final settlement conference, the case was settled for \$15,000. Pursuant to the settlement agreement, Plaintiff will discontinue the lawsuit with prejudice and provide the city with a General Release. In return the City will issue a settlement payment in the amount of \$15,000. There will be no admission of liability or wrongdoing on behalf of the City or the named officers. There is no payment of counsel fees pursuant to sec.-1983. The proposed settlement is contingent on the approval of the City Council and approval of the Mayor.

**ORDINANCE AMENDING THE 2016 GENERAL FUND BUDGET TO
APPROPRIATE ADDITIONAL FUNDING FROM THE U. S. DEPARTMENT OF
JUSTICE JOINT LAW ENFORCEMENT TASK FORCE**

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

Section 1. The City of Troy 2016 General Fund Budget is herein amended as set forth in Schedule A entitled:

Public Safety – Police
U.S. Marshall Service _Funding Modification

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form May, 12, 2016

Kevin Glasheen, Corporation Counsel

**MEMORANDUM OF SUPPORT FOR AMENDING
THE 2016 GENERAL FUND BUDGET**

Title: Ordinance amending the 2016 General Fund Budget and to appropriate additional funding to be received from U.S. Department of Justice Joint Law Enforcement Operations Task Force

Effect on Present Law: None

Purpose: To amend the 2016 Police Overtime Budget for the receipt of an additional \$12,000.00 with regard to the City's continued participation in the Joint Law Enforcement Operation Task Force.

Fiscal Impact: None - 100% Reimbursable.

Council Committee: Public Safety/Finance

Schedule A
Police Traffic Services

2016 Budget Amendment
Joint Law Enforcement Operation Task Force

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>General Fund</u>			
Revenue - A510			
A.3000.4389.0088			
Federal Funds Public Safety Other	\$191,487.00	<u>\$12,000.00</u>	\$203,487.00
Expenditures - A960			
A3120-0103-0000			
Police _Overtime	\$918,635.00	<u>\$12,000.00</u>	\$930,635.00

*Or as previously amended

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U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-16-0186

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

Troy, NY Police Department

and

NYNJRFTE

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2016	A3401	AFF-B-OP	JLEOTF55	25302 - TFO Overtime

Current Funded Amount: \$25,000.00

Adjusted Amount: \$12,000.00

Revised Amount: \$37,000.00

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
		AFF-B-OP		

Current Funded Amount: _____

Adjusted Amount: _____

Revised Amount: _____

SECTION 4: DESCRIPTION OF MODIFICATION

MOD2 addition of \$12,000

SECTION 5: CONTACT INFORMATION

DISTRICT/RETE CONTACT:	STATE/LOCAL CONTACT:
Name: _____	Name: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: _____

Michael Halper, Chief, DIB Financial Management

Date: _____

4/27/16

Chief Deputy or R/TF Commander - Obligation Approval:

Signature: _____

WILIAM PLITT

Jeff Tyler, Chief, Domestic Investigations Branch

Date: _____

4/27/2016

Departmental Representative - Acknowledgement:

Signature: _____

John F. Tedesco, Chief of Police

[Type Name and Title]

Date: _____

May 4 2016

FEDERAL AND OTHER A 3000-4889

Selena.Skiba

From: John.Tedesco
Sent: Wednesday, May 04, 2016 10:53 AM
To: Kevin.Glasheen
Cc: Patrick.Madden; Selena.Skiba
Subject: FW: Message from KM_C554e
Attachments: Message from KM_C554e

Kevin,

The attached represents an increase in overtime funding for our officers assigned to the US Marshals Task Force.

I assume the Finance committee will have to act on it.

Thanks,

John

Chief John F. Tedesco
Troy Police Department
55 State Street
Troy, N.Y. 12180
john.tedesco@trovny.gov
Office: (518) 270-4525
Fax: (518) 270-4452

**ORDINANCE AMENDING THE 2016 CITY BUDGET TO ACCEPT FUNDS FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES FOR
THE PURPOSE OF FURTHERING THE EFFORTS IN IMPLEMENTATION OF THE
CITY OF TROY AND RENSSELAER COUNTY JOINT TASK FORCE**

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

Section 1. The City of Troy 2016 budget is herein amended as set forth in Schedule A entitled:

Gun Involved Elimination Partnership (GIVE)_ 2016 Expenses

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form May 12th, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2016 Operating Budget to accept funds from the NYS Department of Criminal Justice Services for the purpose of furthering the efforts in implementation of the City of Troy and Rensselaer County Joint Task Force.

Summary of Provisions: The Police Department will receive grant monies from the Division of Criminal Justice Services for the purpose of furthering the implementation efforts of the City of Troy and Rensselaer County Joint Task Force. This grant has authorized the hiring including salary and benefits of an Enforcement Gun Crime Prosecutor and Field Investigator Officer. The grant period is from July 1, 2016 through June 30, 2017. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2016. The remaining funds and appropriations of this grant will be allocated in the proposed 2017 City Budget.

Present Law: N/A

Overall Budget Fiscal Impact: Fully reimbursed.

SCHEDULE A

GIVE Grant - 2016 Expenses

Department	Account No.	Description	Current Budget	Change (+ / -)	Revised Budget
General Fund - Expenditures A960					
Police Department	A3120-0103-0037	GIVE (Formerly IMPACT)Overtime	\$25,417	40,000	\$65,417
Police Department	A3120-0409-0416	Consultant Services - Finn Institute (Crime Analyst)	\$55,250	\$55,250	\$110,500
Total Expenditure Increase				<u>\$95,250</u>	
General Fund - Revenue A510					
State Aid	A3000-4389-0000	New York State GIVE (Formerly IMPACT) Grant Division of Criminal Justice Services	\$191,487	\$95,250	\$286,737
Total Revenue Increase				<u>\$95,250</u>	



**Division of Criminal
Justice Services**

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

April 6, 2016

The Honorable Joel Ablove
Rensselaer County District Attorney
County Court House
Congress & 2nd Street, 3rd Floor
Troy, NY 12180

Chief John Tedesco
Troy City Police Department
55 State Street
Troy, NY 12180

RE: Gun Involved Violence Elimination

Dear District Attorney Ablove and Chief Tedesco:

I am pleased to advise you that the NYS Division of Criminal Justice Services (DCJS) has awarded your jurisdiction a Gun Involved Violence Elimination (GIVE) award of \$559,750 for the contract period 7/01/16 to 6/30/17. These funds are to be used by your partnership to support targeted firearm and violent crime reduction efforts.

The attached spreadsheet represents your county's entire budget request for GIVE and the amount of funding approved by DCJS for each individual request. The process DCJS utilizes to make GIVE award decisions is deliberate and focuses on awarding funds to positions and items deemed critical to the successful implementation of the proposed strategies. Participating agencies are expected to use the approved budget in the "Awarded Budget" column, on the attached, when developing this year's GIVE contract.

Please note and complete the following information within 30 days of receiving this notice to further facilitate the development of your contract:

- Ensure that all prior year contracts are in compliance with contract conditions (up-to-date progress reports, vouchers, fiscal cost reports and detailed itemization forms).
- Contracts will be one year renewals as delineated in the SFY 2015-16 GIVE Request for Applications.
- Grantees receiving in excess of \$25,000 must submit:
 - Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301)
 - Local Assistance MWBE NPS Discretionary Budget Determination Worksheet (DCJS-3309)

These forms can be located at:

<http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm>

- Grantees receiving in excess of \$250,000 must also submit the Local Assistance MWBE Equal Employment Opportunity Staffing Plan (DCJS-3300).

This form can be located at: <http://www.criminaljustice.ny.gov/ofpa/mwbe/mwbe-forms.htm>.

Should you have any questions, please contact Charles Tyree in the DCJS Office of Public Safety at (518) 485-7623 or e-mail Charles.Tyree@dcjs.ny.gov or Joann Tierney-Daniels in the DCJS Office of Program Development and Funding at (518) 457-8404 or e-mail at Joann.Tierney-Daniels@dcjs.ny.gov. The GIVE initiative is a critical component of New York's shooting and homicide reduction strategy. We look forward to continuing our strong partnerships to make New York the safest large state in the nation.

Very truly yours,



Michael C. Green
Executive Deputy Commissioner

MCG:JTD:kaf
Attachment (1)

cc: Jack Mahar, Rensselaer County Sheriff's Office
Laura Bauer, Rensselaer County Probation
Joann Tierney-Daniels, DCJS
Charles Tyree, DCJS

Rensselaer

POLICE DEPARTMENT BUDGET

PERSONNEL	Requested Budget	Awarded Budget
Job Title / Position		
Detective- Field Intelligence Officer	\$59,100	\$59,100
Fringe Benefits for Positions		
Detective- Field Intelligence Officer	\$23,640	\$23,640
Overtime to Support Initiatives/Strategies		
Enforcement/Investigative/Focused Deterrence component	\$50,000	\$50,000
Firearms Interdiction and Narcotics Suppression	\$20,000	\$20,000
TOTAL PERSONNEL	\$152,740	\$152,740
OTHER EXPENSES / SUPPLIES		
TOTAL SUPPLIES	\$0	\$0
CONSULTANT SERVICES		
John Finn Institute- Crime Analyst	\$78,800	\$78,800
John Finn Institute- Performance Management/Assessment	\$31,700	\$31,700
TOTAL CONSULTANT SERVICES	\$110,500	\$110,500
TRAVEL & TRAINING		
Travel to DCJS sponsored events and trainings	\$2,000	\$2,000
TOTAL TRAVEL & TRAINING	\$2,000	\$2,000
POLICE DEPARTMENT TOTAL	\$265,240	\$265,240

DISTRICT ATTORNEY'S OFFICE BUDGET

PERSONNEL	Requested Budget	Awarded Budget
Job Title / Position		
Gun Prosecutor	\$81,000	\$81,000
Confidential Investigator	\$57,049	\$57,049
Fringe Benefits for Positions		
Gun Prosecutor	\$30,302	\$30,302
Confidential Investigator	\$4,650	\$4,650
TOTAL PERSONNEL	\$173,001	\$173,001
EQUIPMENT & SOFTWARE		
TOTAL EQUIPMENT	\$0	\$0
TRAVEL & TRAINING		
Travel & training request for GUN Prosecutor	\$400	\$400
TOTAL TRAVEL & TRAINING	\$400	\$400
DISTRICT ATTORNEY'S OFFICE TOTAL	\$173,401	\$173,401

SHERIFF'S OFFICE BUDGET		
PERSONNEL	Requested Budget	Awarded Budget
Overtime to Support Initiatives/Strategies		
Enforcement/Investigative Component	\$10,000	\$10,000
TOTAL PERSONNEL	\$10,000	\$10,000
SHERIFF'S OFFICE TOTAL	\$10,000	\$10,000

COUNTY PROBATION BUDGET		
PERSONNEL	Requested Budget	Awarded Budget
Job Title / Position		
Probation Officer- Field Intelligence Officer	\$57,093	\$57,093
Fringe Benefits for Positions		
Probation Officer- Field Intelligence Officer	\$12,853	\$12,707
Overtime to Support Initiatives/Strategies		
GIVE Details	\$30,000	\$30,000
Pre-Violation Committee (PVC)	\$10,000	\$10,000
TOTAL PERSONNEL	\$109,956	\$109,800
EQUIPMENT & SOFTWARE		
TOTAL EQUIPMENT	\$0	\$0
TRAVEL & TRAINING		
DC/JS/GIVE related trainings	\$2,000	\$1,309
TOTAL TRAVEL & TRAINING	\$2,000	\$1,309
COUNTY PROBATION TOTAL	\$111,956	\$111,109

COUNTY GRAND TOTAL - \$560,597 \$559,750

THE CITY OF TROY



INTER-OFFICE MEMORANDUM

To: Joe Mazzariello, Acting Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: June 2016 Transfers

Date: May 11, 2016

There are multiple transfers required for June to properly allocated funds. Some are due to negative available balances and it isn't anticipated to have many more costs associated with the account such as Administration, Judgements and Claims.

The others are based on estimated upcoming expenses. The minimal transfers are associated with Training and Uniforms. Training provides educational credits or classes to the operators and maintenance. These trainings are needed to train personnel on the equipment and repair operations. Uniforms are required through CSEA agreement.

The larger transfers are in the Pumping Station, Repairs to Equipment lines where it is anticipated to have an increase in repairs due to maintenance issues related to two 1960's valves that are in need or rebuilding after multiple failures.

Consultant Service in Transmission is to allow for paving of winter main breaks and continue the process of engineering a new 36" water main on 5th avenue to replace the 33" main that ruptured.

Consultant services in Sanitary Sewers are to allow for the payment of contractors for the Campbell Avenue collapse and continue the investigative process for relining or replacement of the sewer.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

**AMENDED
SCHEDULE A
June 2016 General, Water & Sewer Fund Transfer**

General Fund	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Police_Repairs to Equipment A.3120.0404.0068	\$82,910.00	(\$12,000.00)	\$70,910.00
Police_K-9 Supplies A.3120.409.0024	\$11,500.00	(\$4,000.00)	\$7,500.00
Police_Uniforms A.3120.0423	\$51,758.00	\$16,000.00	\$67,758.00 b)
Total General Fund Budget Expenditure Increase		<u><u>\$0.00</u></u>	
<hr/>			
Water Fund			
DPU_Administration_Training F.8310.0410	\$3,000.00	(\$1,000.00)	\$2,000.00
DPU_Administration_Travel F.8310.0411	\$2,250.00	(\$1,000.00)	\$1,250.00
DPU_Pumping Station_Uilities Gas & Electric F.8320.0401.0054	\$225,000.00	(\$30,000.00)	\$195,000.00
DPU_Purification_Other Materials & Supplies F.8330.0303	\$909,345.00	(\$20,000.00)	\$889,345.00
DPU_Transmission_Other Materials & Supplies F.8340.0303	\$395,377.00	(\$10,000.00)	\$385,377.00
DPU_Administration_Judgement & Claims F.8310.0414	\$0.00	\$1,500.00	\$1,500.00 c)
DPU_Pumping Station_Repairs to Equipment F.8320.0404.0068	\$6,500.00	\$10,000.00	\$16,500.00 c)

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>	
DPU_Purification_Training F.8330.0410	\$6,485.00	\$5,000.00	\$11,485.00	c)
DPU_Purification_Uniforms F.8330.0423	\$9,500.00	\$2,500.00	\$12,000.00	c)
DPU_Transmission_Consultant Services F.8340.0409	\$47,000.00	\$43,000.00	\$90,000.00	c)
Total Water Fund Budget Expenditure Increase		<u><u>\$0.00</u></u>		
<hr/>				
Sewer Fund				
DPU_Sewer_Other Equipment G.8120.0203	20,000.00	(\$10,000.00)	\$10,000.00	
DPU_Sewer_Other Materials & Supplies G.8120.0303	258,194.00	(\$20,000.00)	\$238,194.00	
DPU_Sewer_Consultant Services G.8120.0409	10,000.00	\$30,000.00	\$40,000.00	c)
Total Sewer Fund Budget Expenditure Increase		<u><u>\$0.00</u></u>		
<hr/>				

* or as previously revised

JAM

Footnote

- b) To accommodate 7 recruits academy uniforms and initial uniform cost.
- c) See attached memo.

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY GRJH, INC ON THE ASSESSMENT ROLL
OF THE CITY OF TROY**

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

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
GRJH, INC	101.71-1-1.	281 Congress Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy to revise the 2016 assessment rolls to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: GRJH, Inc.
PROPERTY 281 Congress Street (Parcel No. 101.71-1-1)
ATTORNEY: Karla Williams-Buettner, Miller Mannix, Glens Falls

This is the Sunoco gas station/minimart at 281 Congress Street that is assessed for \$475,000. The minimart is 729 square feet, and the gas station includes 10 pumps on a .45 acre site.

After meeting with GRJH's tax representative and reviewing sales of other gas stations in the area, the parties agreed to a settlement in which the 2015 proceeding would be discontinued without refunds or costs, and the 2016 assessment would be lowered to \$425,000, which is consistent with the sales data from other gas stations/minimarts and the smaller size of the subject mini-mart.

Because the settlement would discontinue the 2015 litigation and revise the 2016 assessment, no refund would be paid. The following shows the difference in tax revenue based on the 2016 assessment reduction.

Assessed Value	Revised Assessed Value	Total difference in taxes 2016	2016 City difference in taxes
\$475,000	\$450,000	\$ 1,036	\$ 302

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY TROYVESTOR CORP. ON THE
ASSESSMENT ROLL OF THE CITY OF TROY**

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

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Troyvestor Corp/	101.54-8-2	515 Fulton Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy to revise the 2016 assessment rolls to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Troyvestor Corp.
 PROPERTY 515 Fulton Street (Parcel No. 101.54-8-2)
 ATTORNEY: Karla Williams-Buettner, Miller Mannix, Glens Falls

This is the Gurley Precision Building at 515 Fulton Street. The subject property consists of a four- and five-story light industrial office building located at 515 Fulton Street. The property is assessed for \$690,000. Petitioner's Troyvestor has challenged the 2105 assessed value of the subject property. Previously, Troyvestor challenged the 2013 and 2014 assessments of this property, and those proceedings went to trial before Judge Melkonian. Petitioner presented an appraisal report supporting a market value of \$400,000. The City did not present appraisal proof. As the result of Troy counsel's vigorous cross-examination of Petitioner's appraiser, those proceedings were dismissed by Judge Melkonian.

The subject property had 23,852 square feet above grade plus a 5,494 square foot basement that is used for both storage and light manufacturing. The property has no elevator and occupies a corner lot with no off-street parking. Petitioner occupies the first three floors; the upper floors are available for rent, but there is substantial vacancy. The bathrooms and fixtures have not been updated since the 1960s.

After negotiating with Troyvestor's representative and reviewing the sales of similar buildings in the neighborhood, the parties reached a settlement in which the current litigation would be discontinued, and the 2016 assessment would be reduced to \$550,000.

Because the settlement would discontinue the 2015 litigation and revise the 2016 assessment, no refund would be paid. The following shows the difference in tax revenue based on the 2016 assessment reduction.

Assessed Value	Revised Assessed Value	Total difference in taxes 2016	2016 City difference in taxes
\$690,000	\$550,000	\$ 5,800	\$ 1,691

**ORDINANCE AMENDING THE FEDERAL ASSET FORFEITURE SPECIAL
REVENUE ACCOUNT TO RECOGNIZE ADDITIONAL FEDERAL ASSET
REVENUES AND APPROPRIATE FUNDS**

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

Section 1. A special revenue account is hereby amended to receive additional revenues from the Federal Asset Forfeiture Account, and appropriate funds within as provided in Schedule "A" entitled:

"Federal Forfeiture Funds"

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, May 18, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the Federal Forfeiture Special Revenue Account to recognize additional revenues and to appropriate said funds.

Summary of Provisions: This legislation will allow for an acceptance of funds from the Federal Asset Forfeiture Account (\$85,862.00) and to appropriate said funds.

Present Law: N/A

Purpose: This request for action by the City Council reflects the receipt of \$85,862.00 additional Federal Asset Forfeiture monies for the purpose of improvements in officer safety, enhanced patrol officer efficiencies, expansion of property and evidence function as described by Chef Tedesco memo dated April 26th

Fiscal Impact: Amending the Federal Forfeiture special revenue account to recognize receipt of additional revenues in the amount of \$85,862.00 and appropriate for police department purposes.

**SCHEDULE A
Special Revenue Fund**

**Public Safety - Police
Asset Forfeiture
2016 Budget Amendment**

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>Special Revenue</u>			
Revenue - CD510			
CD.3000.2620.8000.8298 Forfeitures of Deposit	0.00	85,892.00	85,892.00
Total		<u>85,892.00</u>	
Expenditures - CD960			
CD.2016.0203.8000.8298 Other Equipment and Supplies	0.00	85,892.00	85,892.00
Total		<u>85,892.00</u>	

* or as previously revised

JAM

John F. Tedesco
Chief of Police
(518) 270-4525

Richard J. McAvoy
Deputy Chief of Police
(518) 270-4444

George VanBramer
Assistant Chief of Police
(518) 270-4780

TROY



Fax: (518) 270-4452

3. Evidence & Property – Approximately twenty years ago, a barn was built adjacent to Central Station to accommodate the Mounted Unit. Upon disbanding the unit, the barn was turned into a storage area for large items of property, and in some cases evidence. Today, the structure has deteriorated into an unsafe, rodent infested edifice that cannot be secured and serves little, if any purpose.
4. Juxtaposed to the ever increasing difficulty of providing adequate storage for the property & evidence function, this request seeks demolition of the existing barn, replaced by a metal storage structure featuring a garage door for large items and a walk-in door also.

The building cost of the structure is 10,815.00. Demolition and site preparation are estimated at an additional 5,000.00 if assigned to the Department of Public Works.

Total cost = 15,815.00

5. Taxi Licenses – 1,995.00 is sought for upgrading the software used to produce livery licenses.
6. Badges – current issue of badges are reproductions of discarded items from agencies in the NYC area. These reproductions are of poor quality, often need repair or replacement, and have an exaggerated delivery time. Professional badges are available for lesser costs per copy than current prices through distinguished companies such Smithington and Black & Warren. The cost to this proposal is the creation of the molds for TPD products. Once accomplished, a local vendor who represents a noteworthy manufacturer will be chosen.

The products are solid, durable badges that officers can take in.

Cost: 8,000.00

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Assistant Chief of Police
(518) 270-4780

TROY



Fax: (518) 270-4452

MEMORANDUM

Date: April 26, 2016

To: Mayor Patrick Madden

From: J.F. Tedesco
Chief of Police

A handwritten signature in black ink, appearing to be "J.F. Tedesco", written over the printed name.

Re: Asset Forfeiture Transfer Request

Cc: File



Summary: \$85,861.01 is requested for improvements in officer safety, enhanced patrol officer efficiencies, expansion of the Property & Evidence function, and improved equipment.

1. Patrol Bureau – the Mobile Data Terminals installed in patrol vehicles are outdated, resulting in exaggerated delays for information and frequent repairs. This request seeks to initiate the transition from laptops to tablets in all marked units. Cost = 49,356.01.

The second portion of this requests seeks funding for five Microphone Style Drivers License reader kits. These items feature barcode technology and are compatible with existing technologies. Cost = 1,695.00

Total Cost = 51,051.01.

2. Officer Safety – in FY 2014, administrative staff and members of the Firearms & Narcotics Interdiction Unit were issued the *Springfield SDS* .45cal semi-automatic pistols. The *Springfield* is smaller thus easier to conceal and weighs less than the issue *Sigsauer* auto-pistol. These features promote the *Springfield* as the preferred weapon for administrative positions and units whose dress is civilian attire.

This requests provides for the issue of the *Springfield* to the Investigaions Bureau members. The cost here is approximate and depends upon the market value and number of *Sigsauers* taken in trade. Approximate cost = 9,000.00.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEED CONVEYING CITY PROPERTY TO 1844 LAND DEVELOPMENT, LLC

WHEREAS, 171 Oakwood is a residential project being developed by 1844 Land Development, LLC; and

WHEREAS, 171 Oakwood is a project that involves the proposed construction of 20 townhouse style units; and

WHEREAS, in the course of planning for this project, it was determined that 1844 Land Development, LLC was the owner of a parcel of land containing 13,020 sq. ft. that constituted a portion of the fairway for the 16th hole of the Frear Park Golf Course and that this parcel essentially bisects the 16th fairway; and

WHEREAS, the assertion of ownership rights by 1844 Land Development, LLC would have a very adverse impact on the 16th fairway and potentially expose the City of Troy ("City") to very significant expense to reconfigure the golf course layout and degrade the quality of the course; and

WHEREAS, the City is the owner of unimproved parcel of equal footage adjacent to the proposed 171 Oakwood project that would be useful to 1844 in advancing its project; and

WHEREAS, the City and 1844 are amenable to exchanging ownership of the aforesaid parcels; and

WHEREAS, the conveyance of the City-owned parcel to 1844 and the receipt of the 1844-owned parcel is in the best interests of the City in that the transaction will preserve the existing layout of the Frear Park Golf Course and the improved parcel being conveyed to the City has a superior value to the unimproved parcel being conveyed to 1844; and

WHEREAS, the development of the 171 Oakwood project will also provide a significant addition to the City's real property tax base.

NOW, THEREFORE, IT IS RESOLVED that the Mayor is hereby authorized to execute and deliver a quitclaim deed, substantially in the form attached hereto, conveying the City-owned parcel to 1844 in conjunction with the conveyance of the 1844-owned parcel to the City.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo In Support

171 Oakwood Avenue is a project being developed by 1844 Land Development, LLC (1844). This project involves the construction of 20 townhouse style homes on land that is adjacent to the Frear Park Golf Course. The project has received final approval from the Troy Planning Commission. This project was previously before the City Council in connection with the grant of a landscaping easement in connection with this project that was approved by the Council.

The development of this project also disclosed a significant problem for the City for which a solution has been devised. In the course of conducting title searches in preparation for the project, it was discovered that 1844 actually owned a portion of the 16th fairway on the Frear Park Golf Course. The parcel owned by 1844 contains approximately 13,020 square feet and has a long, narrow rectangular shape as it apparently was a portion of a road at some time in the past. Worse yet, this parcel basically bisects the 16th fairway. Obviously, were 1844 to assert ownership rights, it would have a very negative impact on that portion of the golf course and, at a minimum, would create a need to significantly alter the layout of the course at great expense to the City. 1844 has had no desire to disrupt the golf course and has been more interested in working out a mutually amicable solution to the problem.

Fortunately, the City owns undeveloped land on the golf course that is adjacent to the property where 1844 is developing its project and which would be very useful to 1844 in connection with its project. The resolution of this issue will be a transaction in which the City and 1844 will exchange ownership of equal sized parcels. Through this arrangement, the City will obtain ownership of the parcel related to the 16th fairway and clear up a significant problem for the golf course. In return, 1844 will obtain a parcel that is helpful to it in connection with the development of 171 Oakwood. Further, in support of this transaction, a real estate broker price opinion was obtained that indicates that the developed golf course parcel that the City is receiving in this transaction is somewhat more valuable than the parcel being conveyed to 1844. Finally the development of the project with 20 townhouses priced in the \$250,000 range with no discounted real property tax arrangement will provide a very significant addition to the City's real property tax base.

Based upon the above consideration, it appears that the completion of this transaction is in the best interests of the City. To implement the transaction, the City will have a quitclaim deed executed by the Mayor and delivered to 1844 and 1844 will execute and deliver a quitclaim deed to the City for the 16th fairway parcel.

April 2, 2016

Per your request I am completing a Broker Price Opinion on the value of the two parcels of land abutting Frear Park Golf Course (noted on plans for the 171 Oakwood Ave Townhouses, C-3). I have walked this land on several occasions when this parcel was purchased and I am familiar with its features. I will refer to the long narrow strip of land that crosses the 16th fairway as "Parcel A" and the second parcel to the immediate northwest as "Parcel B".

Coming up with a value on parcels of this nature is very difficult. Both are landlocked, so they could not exist on their own as individual building lots. Parcel A was a former roadway and has dimensions that would not be suitable for construction even if access to a public road was worked out. Parcel B is of an appropriate size for construction, but slopes would make that construction difficult without the ability to grade out through the adjacent parcel to the west. I have not been able to locate any recent sales that have comparable features to these parcels. A comparative market analysis is the method I would typically employ to arrive at a value, but I believe the only way to place a value on these parcels is to gauge what value they have to the immediately adjoining land owners.

The value of Parcel A to Frear Park seems to be quite substantial. This parcel bisects the 16th fairway completely and if the owner of this parcel refused passage over it or put obstructions on it the 16th hole would have to be changed dramatically. I believe the 16th hole would have to be shortened to a Par 3 with the green in front of Parcel A, which would then require a change to a par 3 hole (most likely the 17th) to extend it to a par 4. There is sufficient land on the golf course to accomplish this, but the cost would be significant. I would estimate the cost of moving the 16th green and extending the 17th fairway to be in excess of \$100,000.

Parcel B is inside the wood line to the west of the 16th fairway. It has very limited value to the golf course but does add to the value of the proposed subdivision. Two of the proposed townhouses rest entirely in the boundaries of this lot, and 2 others lay partially in its boundaries. It is likely that the same number of units could be achieved without the inclusion of Parcel B, but the layout would be less desirable. It's difficult to say with any certainty how a revised layout would affect the eventual sale price of the individual townhouses. I don't imagine there would be any change in value to the first twelve units on the south side of the site, but the 8 units at the east end of the site would have less open space around them and may lose some appeal. A rough estimate would be \$10,000 per affected unit, a total of \$80,000.

In conclusion, lacking any reliable method of determining value based on comparable sales and based on the explanation above, I would estimate the value of Parcel A at \$100,000 and Parcel B at \$80,000.

This Broker Price Opinion is not an appraisal of the properties in question. If you are in need of a licensed appraiser I would be happy to provide you with the contact information for local appraisers who may be able to assist you. Sincerely,

Joel Koval
Licensed Assoc. R.E. Broker
RealtyUSA.com

In the presence of
Approved as to form,

THE CITY OF TROY, NEW YORK

Kevin P. Glasheen, Esq.
Corporation Counsel

By: *Wm. Patrick Madden, Mayor*

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the ____ day of _____ 2016, before me, the undersigned, personally appeared *Wm. Patrick Madden*, Mayor of the City of Troy, 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 the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public, State of New York

SCHEDULE "A"

**More modernly described as:

All that tract, piece or parcel of land and improvements thereon erected, situated in the City of Troy, County of Rensselaer, and State of New York as shown on a map entitled "Oakwood Avenue AG, Proposed Lot line Adjustment" prepared by MJ Engineering and Land Surveying, P.C., dated February 17, 2016 and being more particularly described as follows:

Beginning at a point on the proposed division line between the lands now or formerly of 1844 Land Development, LLC and the lands now or formerly of The City of Troy Frear Park Golf Course, said point being South $82^{\circ}36'56''$ East for a distance of 609.16 feet from the southwesterly corner of the aforementioned owners and North $14^{\circ}04'43''$ East for a distance of 32.94 feet to the point of beginning; thence from the point of beginning along the original division line the following two (2) courses: 1) North $82^{\circ}36'56''$ West for a distance of 74.52 feet to a point and 2) North $14^{\circ}05'37''$ East for a distance of 202.56 feet to a point; thence along the proposed division line through the following two (2) courses: South $44^{\circ}37'18''$ East for a distance of 86.55 feet to a point and 2) South $14^{\circ}04'43''$ West for a distance of 148.91 feet to the point or place of beginning containing 13,020 square feet more or less.

Record & Return:
1844 Land Development, LLC
1844 Darrow Road
Duanesburg, NY 12056

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above-written

1844 Land Development, LLC.

By: _____
Donald Lucarelli, Member

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the ____ day of _____ 2016, before me, the undersigned, personally appeared Donald Lucarelli, 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 the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public, State of New York

SCHEDULE "A"

****More modernly described as:**

All that tract, piece or parcel of land and improvements thereon erected, situated in the City of Troy, County of Rensselaer, and State of New York as shown on a map entitled "Oakwood Avenue AG, Proposed Lot line Adjustment" prepared by MJ Engineering and Land Surveying, P.C., dated February 17, 2016 and being more particularly described as follows:

Beginning at a point at the proposed southeasterly property corner of the lands now or formerly of 1844 Land Development, LLC and the lands now or formerly of The City of Troy Frear Park Golf Course, said point being South 82°36'56" East for a distance of 609.16 feet from the southwesterly corner of the aforementioned owners; thence from the point of beginning and along the proposed division line of 1844 Land Development, LLC and The City of Troy Frear Park Golf Course North 14°04'43" East for a distance of 32.94 feet to a point; thence through the said lands of The City of Troy Frear Park Golf Course the following three (3) courses: 1) South 82°36'56" East for a distance of 393.05 feet to a point 2) South 03°25'56" East for a distance of 33.31 feet to a point and 3) North 82°36'56" West for a distance of 403.14 feet to the point or place of beginning, containing 13,020 square feet more or less.

Record & Return:
Corporation Council
City Hall
433 River St. Suite 5000
Troy, NY 12180

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TROY LAND BANK RELATING TO THE DEMOLITION OF DETERIORATED PROPERTIES

WHEREAS, the Troy Land Bank (“Land Bank”) has been awarded a grant from the Office of the New York State Attorney General in order to carry out community revitalization activities in the City of Troy (“City”); and

WHEREAS, THE Land Bank and the City wish to use a portion of the grant funds to subsidize the demolition of certain buildings or portions thereof in the City that are in a badly deteriorated condition; and

WHEREAS, the demolition of such buildings will remove previously tax delinquent, vacant and unsightly buildings that contribute to neighborhood blight and have an adverse and negative impact on other properties in the immediate vicinity; and

WHEREAS, such properties now owned or to be owned by the Land Bank will be sold to parties who will be owner occupants of said properties; and

WHEREAS, the Land Bank will be providing the necessary funds for the demolition activities and the City and the Land Bank have complimentary areas of expertise and both entities desire to work together as co-developers to facilitate the demolition and removal of blighted properties to assist in the renewal of neighborhoods in the City; and

WHEREAS, the City and the Land Bank wish to enter into an agreement setting forth their respective responsibilities with respect to these demolition activities and redevelopment efforts.

NOW, THEREFORE, IT IS RESOLVED that the Mayor is authorized to finance and execute a Co-Development Agreement with the Land Bank that is substantially in the form of the attached agreement.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

The Troy Community Land Bank (Land Bank) was the recipient of a grant from the Office of the New York State Attorney General in 2015 in the amount of \$1.257 million. The purpose of the grant program was to combat community blight and to assist with community stabilization.

One of the major contributors of urban blight in Troy is the presence of a number of vacant, abandoned and badly deteriorated residential buildings. The presence of such buildings adversely impact the appearance and attractiveness of a neighborhood and also negatively impact the value of other properties in the immediate vicinity. The demolition and removal of such deteriorated buildings serves to help combat urban blight in the City. Unfortunately, the funds that the City has at its disposal to do so has been very limited and used primarily for the purpose of emergency demolitions.

The City and the Land Bank are now joining forces in an effort to demolish a number of deteriorated structures in the City. The Land Bank is dedicating a significant portion of funds received from the State, approximately \$500,000, to fund the demolition projects. The City Engineering Department will serve as project manager to oversee the projects and work with the contractors in that effort. As currently envisioned, nine buildings will be totally demolished and two will be partially demolished. The greatest concentration will be in the North Central neighborhood but there will also be individual buildings demolished in other neighborhoods.

The City and the Land Bank are ready to embark on this significant effort and wish to execute an agreement outlining their respective contributions and responsibilities for this project. Due to funding constraints, the demolitions need to be completed before the end of 2016.

Co-development Agreement

This Co-development Agreement ("Agreement") is made this 20th day of April, 2016 by and between the City of Troy ("the City"), 433 River Street, Suite 5000, Troy, New York 12180 and the Troy Community Land Bank Corporation ("Land Bank"), a not-for-profit organization with a mailing address 433 River Street, Suite 5000, Troy, New York 12180.

WHEREAS, the New York State Office of the Attorney General (the "OAG") has awarded the Land Bank grant funding to carry out community revitalization activities in the City of Troy (the "Funds"); and

WHEREAS, to ensure the Land Bank uses the Funds in accordance with the OAG's Community Revitalization Initiative, the Land Bank and the OAG entered a certain Land Bank Grantee Agreement which is attached hereto and made a part hereof as Schedule A (the "Grantee Agreement"); and

WHEREAS, a portion of the Funds will be used to subsidize the demolition of buildings which were previously tax-delinquent, vacant, blighted, and underutilized and are now owned or will be owned by the Land Bank (collectively, the "Properties" and individually, a "Property") with the intent to renovate and sell to low-income, owner occupants; and

WHEREAS, The City and the Land Bank desire to work together as co-developers to bring about the demolition of the Properties as each has distinct, yet complimentary, areas of expertise that, together, will bring about the successful redevelopment and occupancy of the Properties; and

WHEREAS, the Land Bank and The City desire to enter an agreement setting forth their respective rights and obligations associated with the demolition of the Properties and the use of the Funds.

NOW THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Selection of Properties:** The Land Bank, in its sole but reasonable discretion, shall select the Properties which shall be demolished in accordance with terms of this Agreement.
2. **Obligations under the Grantee Agreement.** All of the conditions, requirements, covenants and obligations of the Land Bank contained in the Grantee Agreement are hereby incorporated into this Agreement as if fully set forth herein and the City agrees to comply with and undertake each and every obligation of the Land Bank contained therein as if the City was a party to the Grantee Agreement. The Land Bank shall cooperate, assist as reasonably necessary, and work in good faith with the City to ensure compliance by both the City and the Land Bank with the Grantee Agreement.
3. **Term.** The term of this Agreement shall coincide with the Term of the Grantee Agreement, unless sooner terminated as provided for herein.
4. **Project Demolition Plans.** The City and the Land Bank shall collaborate to determine demolition plans for each property (the "Demolition Plan") prior to the commencement of the demolition of each Property (each a "Project" or collectively "Projects"). A Schedule of the properties to be

demolished is attached hereto and labelled Schedule "A." The Demolition Plan will include a written description of all aspects of the Project, including the budget, work specifications, a project pro forma statement and a relevant timeframe for completion. Any disbursement of funds which does not conform to the Demolition Plan must receive the prior written approval of the Land Bank.

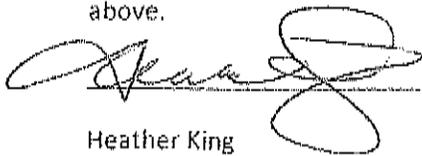
5. **Project Financing.** The Land Bank shall, in the first instance, advance all necessary construction fees, costs and expenses for the completion of each Project and the City shall not be responsible for any such construction fees, costs and expenses.
6. **General Contractors.** The City shall serve as the construction project manager and shall be responsible for managing the day-to-day activities of the Demolition plan. The Land Bank and the City shall ensure that all contractors and their respective subcontractors hired to complete the Projects (collectively "Contractors") meet the criteria and have received proper approval as set forth in the Grantee Agreement and that each written agreement with the Contractors conforms to the requirements for each contracts contained in the Grantee Agreement. In addition, the City shall ensure that the Contractors each carry insurance protecting the City, the Land Bank and the OAG against loss of losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000.00 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$100,000.00 per accident or occurrence on account of damage to the Property of others. The City and Land Bank and the OAG shall be named as additional insureds, on a primary basis, under such insurance coverage and the City agrees to cause each Contractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor commencing work on a Project. The City shall also ensure that each Contractor provides proof of all other insurance coverage which may be required by the Grantee Agreement including, but not limited to, worker's compensation insurance.
7. **Indemnification by the City.** To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Land Bank and the Land Bank's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from third party claims arising out of: (a) any failure of the City to perform any of its obligations hereunder or (b) any malfeasance, misfeasance, nonfeasance or negligence or willful misconduct of the City, its agents or employees.
8. **Sale of Property.** Upon the completion of the Demolition Plan, the City agrees to transfer all properties to the Land Bank.
9. **Termination at Will.** This Agreement may be terminated by either party for any reason or for no reason upon the giving of written notice to the other of such termination. The parties shall work with each other in good faith during such notice period for the purpose of completing their respective obligations hereunder, including the completion of any Property renovations in progress at the time of such notice of termination or the return of such unfinished Projects to the Land Bank in accordance herewith.

10. **Special Obligation.** Notwithstanding any other provision of this Agreement, it is understood and agreed by the City that in the performance of the agreements of the Land Bank herein contained and any obligation that the Land Bank may incur for the payment of money shall not constitute, create or give rise to a general pecuniary liability of the Land Bank, but any such obligation so incurred shall be special obligation of the Land Bank and shall be payable solely out of the Funds actually received by the Land Bank from the OAG specifically designated for the Projects.

11. **Miscellaneous.**

- a. The waiver by each party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- b. This Agreement may not be assigned by either party.
- c. This Agreement is binding upon and inures to the benefits of the parties, their respective successors.
- d. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- e. This is the entire agreement between the Land Bank and the City as to the subject matter hereof and supersedes any agreement heretofore entered into.
- f. This agreement may be amended only by a writing signed by the Land Bank and the City.
- g. The parties agree to submit to the jurisdiction of the Courts of Rensselaer County, State of New York for the resolution of any actions commenced in the enforcement of this agreement.
- h. This Agreement shall be governed by the laws of the State of New York.
- i. Headings of sections are for convenience of reference only, and shall not be construed as a party of this Agreement, or as limiting or defining the scope of any section.

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



Heather King
Acting Agent
Troy Community Land Bank Corporation
433 River Street, Suite 5000
Troy, New York 12180

Date: 4/20/2016

_____ Date: _____

City of Troy
433 River Street, Suite 5000
Troy, New York 12180

SCHEDULE A

- 47 Glen Avenue
- 3 Cragin Avenue
- 16 Cragin Avenue
- 791 River St (Partial Rear Demo)
- 790 River St (Partial Rear Demo)
- 102 W. Glen Ave
- 326 1st Street
- 1029 6th Ave
- 76 Tyler Street
- 2518 5th Ave
- 186 Hill St



LAND BANK GRANTEE AGREEMENT

Troy Community Land Bank
M 101121

ERIC T. SCHNEIDERMAN
Attorney General

NYS Office of the Attorney General
<http://www.ag.ny.gov>

ARTICLE I
BACKGROUND

WHEREAS the State of New York Office of the Attorney General (the "OAG") joined with other State Attorneys General and the federal government in securing a settlement from various financial institutions because of their improper foreclosure and loan serving practices (the "National Mortgage Settlement");

WHEREAS the OAG has determined to award grants to qualified Land Banks established under New York State Law from a portion of the funds it has recovered on behalf of New Yorkers from the National Mortgage Settlement;

WHEREAS the OAG issued a Request for Applications ("RFA") to identify Land Banks (the "Land Bank Grantees") within New York State that are working to combat blight resulting from the foreclosure crisis, which formed the basis of the National Mortgage Settlement, and whereas the OAG is entering into contracts with those Land Bank Grantees who were selected through that process beginning in the fall of 2014;

WHEREAS the Land Bank Grantees will advance the New York Attorney General's continuing efforts to address threats to home ownership and community stabilization precipitated by the mortgage crisis as part of the OAG's Community Revitalization Initiative- Round 2 ("CRI Program") which aims to foster the stabilization of neighborhoods across the State; and

WHEREAS the OAG has awarded the Troy Community Land Bank (the "Grantee") one million, two hundred and fifty-seven thousand, seven hundred and forty-eight, and 00/100 dollars (\$1,257,748) (the "Grant") for an initial contract term as described herein to carry out community revitalization activities in Albany County as described in the Grantee Application for Community Revitalization Initiative Funds: Round 2 (the "Application") which will advance the OAG's CRI Program (the "Project");

NOW THEREFORE, in furtherance of the CRI Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

ARTICLE II
PARTIES TO AGREEMENT

- A. This Land Bank Grantee Agreement (the "Agreement") is between the OAG and the Grantee.
- B. The Grantee is a not-for-profit entity, created under Article 16 of the New York Not for Profit Corporation Law, which is defined as a Type-C not-for-profit corporation, and was created by a foreclosing governmental unit or units (defined as a taxing district of a city, town, village or

county) and is in good standing and currently provides, or has the demonstrated capacity to provide, community revitalization efforts under the CRI Program as described in this Agreement.

- C. The person(s) who will be the point of contact and to whom issues related to the administration of this Agreement will be directed on behalf of the OAG shall be **Dina Levy, Special Assistant to the Attorney General, and any successors in this position, in conjunction with the Budget & Fiscal Management Bureau, at the Office of the Attorney General, State Capitol, Albany, NY, 12224.**
- D. The person in charge of administering this Agreement on behalf of the Grantee shall be **Monica Kurzejeski, as acting Executive Director of the Troy Community Land Bank, 433 River Street, 5th Floor, Troy, NY 12180** or any successor in this position.
- E. Any notice provided by this Agreement shall be addressed by a party to the person administering this Agreement on behalf of the other party at the address noted, or at such new address of which notice may be given, and sent by next day mail such as Federal Express, Airborne, U.P.S. or U.S. Express Mail.

ARTICLE III CONTRACT TERM

The term of this Agreement shall be for 24 months and shall commence on January 1, 2015 and terminate on December 31, 2016 (the "Term"). This Agreement may be renewed or extended at the sole discretion of the OAG. The OAG will notify the Grantee at least sixty (60) calendar days prior to the end of the Term regarding a decision to extend the Term.

ARTICLE IV CRI PROJECT MANAGER

- A. The Grantee acknowledges that the OAG has contracted with Enterprise Community Partners, a Maryland non-stock, nonprofit corporation ("Enterprise") to serve as the CRI Project Manager (the "Project Manager") to assist the OAG in Grant administration, oversight and monitoring of the CRI Program. For the avoidance of doubt, nothing in this Agreement shall in any way be construed to constitute Enterprise as an agent, representative or contractor of the Grantee.
- B. The Grantee agrees to carry out the Program Responsibilities (as defined in Article V of this Agreement) described in the scope of work set forth in Attachment II (the "Scope of Work") and the budget set forth in Attachment III (the "Program Budget"), and to execute the goals and provisions of this Agreement in a coordinated effort directed by the OAG in conjunction with the Project Manager.
- C. Any information provided to the Project Manager by the Grantee must also be provided to the OAG upon request.

ARTICLE V PROGRAM RESPONSIBILITIES

- A. The Grantee agrees to meet all goals and responsibilities contained in this Agreement, including those identified in the Scope of Work (collectively, the "Program Responsibilities").
- B. General Responsibility.

- i. The Grantee shall at all times during the Term remain responsible. The Grantee agrees, if requested by the Project Manager or the OAG, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 - ii. For purposes of this Agreement, "responsibility" of the Grantee generally means that the Grantee has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Agreement fully. In connection herewith, to the extent that the Project Manager and the OAG may make certain determinations with respect to Grantee responsibility, wherein the Project Manager and the OAG determine whether they have reasonable assurances that a Grantee is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Grantee and the OAG against failed contracts. In making such a responsibility determination, the OAG shall evaluate the Grantee's responsibility with respect to four factors: (a) financial and organizational capacity; (b) legal authority to do business in New York State; (c) integrity; and (d) previous performance.
- C. The Grantee agrees to comply with all reporting requirements directed by the OAG in conjunction with the Project Manager as described herein and in Attachment IV (the "Quarterly Payment Requisition Checklist") as amended from time to time by the OAG or the Project Manager.
- D. The Grantee agrees to work with the Project Manager to carry out program evaluations, including programmatic and financial audits, to ensure that the Grant activities are being carried out in accordance with this Agreement. The Grantee will also incorporate reasonable suggestions made by the Project Manager to correct deficiencies or improve program services. The Grantee acknowledges that program evaluations will include an assessment of performance of all Program Responsibilities, including but not limited to those detailed in the Scope of Work.
- E. The OAG and its designees, including the Project Manager, reserve the right to observe and/or inspect the activities, methodologies and materials related to the work performed as prescribed by this Agreement. If the OAG does not approve of, or poses an objection to, any activity, method or materials, the OAG shall provide written notice to the Grantee of any such issue, together with reasonable detail of the concerns, and the Grantee shall have an opportunity to correct any such activity or method or replace such materials as promptly as practicable.
- F. Notification of Significant Occurrences.
 - i. If any specific event or conjunction of circumstances threatens the successful completion of the Project, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the Program Budget, the "Deliverables") or other requirements, the Grantee agrees to submit to the Project Manager and the OAG within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
 - ii. The Grantee shall immediately notify in writing the Project Manager and the OAG of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subcontractor (as defined in Article VI, Section B) funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature.

- G. The Grantee shall provide to the OAG updates to the Vendor Responsibility Questionnaire (the "Questionnaire") (submitted as part of the Application) if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
- H. The Grantee shall, in addition, promptly report to the OAG the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.
- I. The Grantee agrees to comply with the requirements set forth in Attachment VII for all Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.

ARTICLE VI
ORGANIZATIONAL CAPACITY AND SUBCONTRACTING

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Scope of Work in a manner that is satisfactory to the OAG. The Grantee agrees to immediately report changes in staff funded by this Grant to the OAG or its Project Manager.
- B. The Grantee must demonstrate to the OAG and its Project Manager that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as "Subcontractor(s)").
- C. The Grantee shall incorporate by reference into any of its Subcontracts the Subcontractor performance obligations under this Agreement and any and all applicable sections, subsections or attachments including, without limitation, the New York State Office of the Attorney General Appendix A - Standard Clauses for Grants.
- D. The OAG reserves the right, in its sole discretion, to approve or require the removal of any Subcontractor selected by the Grantee to provide services funded by this Grant. In furtherance of this Section VI(C), the OAG may consider such Subcontractor's experience, size, staff capacity, reputation and any other factors that the OAG deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor or any third-party contractor against the OAG or the State of New York, nor provide such Subcontractor or third-party contractor with beneficiary status with respect to the OAG or the State of New York. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of the OAG or the State of New York. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subcontractor or third-party contractor and the OAG or the State of New York.
- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the Project Manager, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract. All agreements between the Grantee and Subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such Subcontracts shall contain provisions for specifying (1) that the work performed by the Subcontractor must be in accordance with the terms of this Agreement, (2) that nothing contained in the Subcontract shall

impair the rights of the OAG under this Agreement, and (3) that nothing contained in the Subcontract, nor under this Agreement, shall be deemed to create any contractual relationship between the Subcontractor and the OAG. In addition, Subcontracts shall contain any other provisions which are required to be included in Subcontracts pursuant to the terms herein.

- G. Prior to executing a Subcontract, the Grantee agrees to require the Subcontractor to provide to the Project Manager the information the OAG needs to determine whether a proposed Subcontractor is a responsible vendor.
- H. At least one month prior to the expected start of the start of any demolition, construction, or rehabilitation, the Grantee shall submit to the Project Manager a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), and information on development team capacity.
- I. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to the Project Manager within fifteen (15) calendar days after execution. The OAG may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor.

ARTICLE VII COMPENSATION

- A. The Grantee will awarded a total of **one million, two hundred and fifty-seven thousand, seven hundred and forty-eight 00/100 dollars (\$1,257,748)** under this contract. The Grantee will be compensated in quarterly installments. The first installment which will be awarded upon execution of this Agreement and upon approval of draw request approved by the Project Manager will be in the amount of **Eleven thousand, two hundred and fifty and 00/100 Dollars (\$11,250)**, which is based on the Grantee's Program Budget. Each subsequent quarterly payment will be tendered once the Project Manager has received and reviewed the items listed in the Quarterly Payment Requisition Checklist and recommended to the OAG that payment be made. The payments shall be based on the estimated needs for the upcoming quarter as stated in the Project Budget, and which will factor in adjustments made for unspent funds or unmet Deliverables from the prior quarter. Each quarterly payment must be within ten percent (10%) of the estimate provided in the Program Budget for that quarter. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following the Project Manager's receipt and approval of all required program, financial and data reports as described in Article VIII of this Agreement. Payments will be tendered to Grantee upon a finding by the OAG, in its sole discretion and based on the Project Manager's recommendation, that the Grantee has substantially complied with the reporting requirements enumerated in Article VIII and the schedule of Deliverables as laid out in the Program Budget.
- B. The Grantee shall meet the audit requirements specified by the OAG.

ARTICLE VIII RECORDS AND REPORTING

- A. The Grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence pertinent to performance under this Agreement (collectively the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter (the "Oversight Term"). The OAG and its agents,

including but not limited to, any audit or accounting firm and any other person or entity authorized to conduct an examination or review including the Project Manager, shall have access to the Records during normal business hours at the Grantee's office within the State of New York during the Oversight Term for the purposes of inspection, review, auditing and copying. The OAG shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (1) the Grantee shall timely inform the OAG, in writing, that all or part of the Records should not be disclosed; (2) the Records shall be sufficiently identified; and (3) the OAG determines that designation of all or part of the Records as exempt under the Statute is reasonable and not otherwise inconsistent with law. Nothing contained herein shall diminish, or in any way adversely affect, the OAG or the State of New York's right to discovery in any pending or future litigation.

- B. The Grantee will submit a final report which is due to the Project Manager within thirty (30) calendar days following the end of the Term. The report shall contain a financial report of expenses incurred during the prior quarter, as well as narrative description of the activities /deliverables achieved over the full Term. A specific format for the final report will be provided to Grantee by the Project Manager. In addition to the Final Report, the Grantee is expected to submit the items described in the Quarterly Payment Requisition Checklist (as amended by the OAG or the Project Manager) to the Project Manager on a quarterly basis.
- C. The Grantee shall retain and be prepared to provide the following records should they be requested by the OAG at any time during the Oversight Term:
 - i. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by the OAG), must be consistent with personnel item titles that were stated in budget summaries.
 - ii. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six years followed the termination of this Grant and furnished upon request by OAG.
- D. To ensure compliance with this Agreement, the OAG and the Project Manager have discretion to request additional reports or information at any time during the Oversight Term. Any notices, reports, or other communications referred to or made pursuant to this Agreement shall be sent to: the Project Manager, OAG CRI Program, at Enterprise Community Partners, 1 Whitehall Street, #11, New York, NY 10004.
- E. To be considered for any future year funding awards under the CRI Program, the Grantee must have completed all reporting requirements contained herein.

ARTICLE IX CONFIDENTIALITY

- A. The Grantee and all Subcontractors shall neither cause nor permit any of the confidential information compiled by or provided to the Grantee in the scope of its work under this Agreement to be communicated, released, disseminated, distributed, published or otherwise made available in any written or non-written form to any person or entity other than the OAG without the prior written consent of the OAG, except as required by court order or under applicable law.
- B. The Grantee and all Subcontractors shall use the confidential information compiled by or provided to the Grantee in connection with this Agreement only for the performance of the Scope of Work

described in this Agreement and not for any other purpose. The Grantee and all Subcontractors will exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement.

ARTICLE X
USE OF INFORMATION

- A. The Grantee grants the Project Manager the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by the OAG and the Project Manager, subject to ensuring that private and confidential information is protected. The Grantee acknowledges that the OAG has the right to use any of the data and information acquired as a result of participation in the OAG CRI Program.
- B. All reports and materials, whether printed or electronic, including but not limited to all academic materials and/or education and outreach materials created with CRI Program funding, must be endorsed with the following language: "Funded through the New York State Attorney General Community Revitalization Initiative" and include the OAG logo.
- C. Unless the OAG designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of the State of New York. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of the OAG. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product.

ARTICLE XI
REPRESENTATIONS, WARRANTIES AND COVENANTS

- A. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. The Grantee acknowledges that the OAG and the Project Manager reserve the right to implement additional construction, demolition and rehabilitation guidelines and/or requirements relating to the Grantee, its Subcontractors, due diligence and quality control processes during the term of this Agreement, provided that such changes will not unreasonably interfere with construction, demolition, or rehabilitation projects on which work has already commenced. The Grantee will use its best efforts to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.com/servlet/servlet.FileDownload?file=00Pa000000fxwyNEAR>.
- B. The Grantee represents, warrants and covenants that it shall make available to the Project Manager, and to the OAG upon request, copies of all signed contracts, Subcontractor purchase orders and plans and specifications applicable to any such construction, demolition or rehabilitation work, along with a statement of any Subcontractor's qualifications, as applicable.
- C. The Grantee represents, warrants and covenants that it shall comply with all applicable federal and state laws, rules and regulations which are in effect or become effective during the term of this Agreement including, but not limited to, the New York State Governmental Accountability, Audit and Internal Control Act of 1987.

- D. The Grantee represents, warrants and covenants that it shall comply with its ethics policy (the "Ethics Policy") in order to ensure against practices including, but not limited to, self-dealing, and that is substantively similar to the requirements of Public Officers Law Sections 73, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State, including applicable procurement rules.
- E. The Grantee represents, warrants and covenants that it has or will establish, a privacy policy within 60 days of execution of this contract for protecting the confidentiality of personally identifiable information or "private information" that, at a minimum: (1) restricts the use and/or disclosure of "private information" to the purpose for which it was obtained; (2) requires the person's consent for other uses or disclosures; (3) limits access to "private information" to those employees with a need to fulfill the purpose for which it was obtained; and (4) provides adequate precautions to ensure administrative and physical security of "private information."
- F. The Grantee represents, warrants and covenants that it shall: (1) comply with all applicable federal, state, and local laws relating to non-discrimination in employment; (2) not discriminate against any individual who receives or applies for services on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alien status, or citizenship; and (3) forward to the OAG a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law relating to non-discrimination.
- G. The Grantee represents, warrants and covenants that it shall: (1) comply with all applicable federal, state, and local labor and employment laws and regulations; and (2) forward to the OAG a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law or regulation relating to labor or employment.
- H. The Grantee represents, warrants and covenants that it shall comply with the New York State Information Security Breach & Notification Act, the New York State Information Technology Policies and Standards, including IT Policy NYS-P08-005, and provisions of the Gramm-Leach-Bliley Act (P.L. 106-102).
- I. The Grantee represents, warrants and covenants that any services provided pursuant to this Agreement shall be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- J. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with OAG funds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion, assuming that all outstanding tax liens are forgiven.
- K. The Grantee represents, warrants and covenants that, notwithstanding any provision of the RFA or of resultant OAG contracts, all community development projects undertaken with OAG funds under this program must demonstrate to the OAG, or its designee, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of OAG funds for the project. For single family properties not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. The Grantee agrees that the release of Grant funds by the OAG for projects funded under the Agreement will be conditioned on a determination by the OAG or its designee to proceed with, modify or cancel the project based on the results of a subsequent

environmental review. The Grantee may be required to contract for environmental consulting services to provide the information required, which shall be an eligible project cost.

- L. Grantees who receive funding under this initiative and whose work involves the alteration of real-property, including but not limited to, construction, demolition, rehabilitation, or remediation, must demonstrate that they have performed a review, satisfactory to the State Historic Preservation Office (SHPO) to ensure the subject property is not currently designated, and/or is not eligible for designation on the State Register of Historic Places established pursuant to article 14 of the Parks, Recreation and Historic Preservation Law and its implementing regulations at 9 NYCRR §§ 426-429. Grantees must obtain a statement of "no adverse impact" from SHPO before proceeding with any of the aforementioned activities.
- M. The Grantee represents, warrants and covenants that the price for selling homes financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. Unless Grantee's other sources of funding include an affordability requirement, a minimum of 80% of units in Grantee's project must serve residents with incomes at 120% AMI or below; this restriction applies for at least five years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property benefiting from this Agreement; the Grantee will obtain written approval the proposed restrictive covenants from the Project Manager prior to the use thereof.
- N. The Grantee represents, warrants and covenants that:
 - i. it, and its Subcontractors, will maintain all industry standard insurance, as deemed appropriate by the Project Manager, throughout the duration of this Agreement; and that
 - ii. neither it nor any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in Attachment VI (the "Due Diligence Checklist") to the Project Manager and the OAG.
- O. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefiting from the Grant governed by this Agreement.

ARTICLE XII INDEMNIFICATION

- A. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors.
- B. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its Subcontractors pursuant to this Agreement. The Grantee shall indemnify and hold harmless the OAG and the State of New York and their officers and employees from any claims, suits, actions, damages, and costs of every nature arising out of the provision of services pursuant to this Agreement by the Grantee or its Subcontractors.
- C. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the OAG or the State of New York, nor make any claim, demand or application to or for any right based upon any different status.

ARTICLE XIII CONFLICTS OF INTEREST

- A. The Grantee and the officers and directors of the Grantee warrant and represent that they do not currently have and shall not during the term of this Agreement acquire any direct or indirect financial interest which would or could directly or indirectly conflict in any manner or degree with the performance of the terms and conditions of this Agreement.
- B. The Grantee and the officers and directors of the Grantee warrant and represent that they do not currently have, and shall not during the term of this Agreement enter into or become subject to, any direct or indirect obligation or duty which would or could directly or indirectly conflict in any manner with the performance of their obligations under this Agreement.
- C. No officer, agent, employee or representative of the OAG has received or shall receive any payment or other consideration for the making of this Agreement or has or shall have any interest, directly or indirectly in this Agreement or the proceeds thereof.
- D. The Grantee will not hire any persons with direct relationships to the OAG.
- E. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contained in this Agreement.

ARTICLE XIV
POLITICAL ACTIVITY/LOBBYING

The Grantee shall not engage in any partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes, or for any activities that may influence legislation, regulation or rule making.

ARTICLE XV
DEFAULTS AND REMEDIES

- A. A default will consist of:
 - i. any use of Grant funds for any purpose other than activities related to the Scope of Work, the Program Budget and the services to be performed by the Grantee and the Subcontractors;
 - ii. any breach of any covenant, agreement, provision, representation or warranty of the Grantee made in either this Agreement or any agreement entered into by the Grantee in connection with the Project that is not cured under the terms and time periods allowed in the respective agreement;
 - iii. the failure to perform in accordance with the Scope of Work and the Program Budget; and
 - iv. a failure by the Grantee to commence, to the satisfaction of the OAG, work under this Agreement within ninety (90) calendar days of the date first set forth herein and to undertake sufficient work to obligate all Grant funds within the term of this Agreement or in an amended schedule approved by the OAG; and failure to progress with the work in accordance with the schedules required hereby unless the Grantee can demonstrate, to the satisfaction of the OAG, good cause why the time period should be extended so that such event will not be deemed a default.

- B. Upon the occurrence of any breach of this Agreement, the OAG may reduce or recapture the Grant , or take other appropriate action. For purposes of this section, "other appropriate action" means any remedial action legally available, including, without limitation, demanding in writing that the Grantee reimburse the OAG in the amount of any Grant funds used for ineligible costs, bringing affirmative litigation, such as suits for declaratory judgment, specific performance, temporary or permanent injunctions and any other available remedies. In the event that the OAG makes such a determination, then the Grantee will deliver to the OAG certified, true copies of all documents in its possession relevant to the breach, including but not limited to, any construction agreements, loan documents and any other related documents that the OAG may reasonably require.
- C. In addition to any other rights or remedies, if a default under this Agreement consists of the Grantee's failure to timely submit the supporting materials described in the Quarterly Payment Requisition Checklist for a specific Deliverable, the OAG will have the right to terminate the award of Grant funds for said Deliverable via delivery of written notice to the Grantee. Upon such termination, all obligations of the OAG with respect to said Deliverable will cease and the Grantee will neither have nor retain any rights whatsoever with respect to the Grant funds to have been provided under this Agreement for said Deliverable.
- D. The obligations of the Grantee and the rights and remedies available to the OAG in the event of a suspension or termination of this Agreement will survive such suspension or termination.

ARTICLE XVI
TERMINATION

- A. The Grantee acknowledges the obligation of the OAG and the Project Manager to ensure that the Grant funds are spent in a manner consistent with this Agreement and in a manner consistent with the goals and objectives stated in the Request for Applications CRI RFA 13-001.
- B. The OAG may terminate this Agreement for any reason upon sixty (60) calendar days prior written notice to the Grantee or upon written notice for cause as set forth below.
- C. If at any time the OAG believes the Grantee is not in compliance with any provision of this Agreement, the OAG shall give the Grantee ten (10) business days written notice describing the alleged non-compliance with sufficient specificity to enable the Grantee to cease and correct the alleged non-compliance; provided that no such notice shall be required where the OAG believes that the non-compliance consists, in whole or in part, of fraud, illegal conduct, or gross negligence.
- D. If the Grantee shall: (1) fail to provide requested access, information or reports; (2) use any part of the Grant for a purpose not authorized by this Agreement; or (3) fail (after notice and opportunity to cure) to meet any of its obligations under this Agreement, the OAG shall have the right to take any action it deems necessary to safeguard the CRI Program funds including, but not limited to, removing the Grantee as an approved recipient of the CRI Program funds and demanding full reimbursement of the funds granted by this Agreement.
- E. Upon receipt of notice of termination, the Grantee shall immediately cease to perform the services pursuant to the Agreement, unless otherwise advised by the OAG, and agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without the approval by the OAG. The Grantee as soon as possible, and in no case longer than ten (10) business days from the notice of termination, shall assemble all files and materials in all forms that have been prepared, developed, furnished or obtained under the terms of this Agreement that are in its possession or custody and shall transmit the same in good order to the OAG.

- F. In no event shall the OAG be liable for expenses and obligations arising from this Agreement after the termination date, unless expressly modified in writing and executed to both parties.
- G. In the event that any legal action is taken by the OAG to enforce its rights and/or the obligations of the Grantee hereunder, there shall be added to the amount due from the Grantee the reasonable costs incurred or paid by the OAG, including the attorneys' fees and legal expenses, in taking such legal action.

ARTICLE XVII
SEVERABILITY

If this Agreement contains any unlawful provision which is not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making hereof, the same shall be deemed of no force and effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of this Agreement.

ARTICLE XVIII
IRAN DIVESTMENT ACT

- A. By entering into this Agreement, the Grantee certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Agreement any subcontractor that is identified on the Prohibited Entities List.
- B. The Grantee agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Grant is renewed or extended. The Grantee also agrees that any proposed assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the OAG may approve a request for assignment of Agreement.
- C. During the term of the Agreement, should the OAG receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OAG will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) calendar days after the determination of such violation, then the OAG shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Grantee in default.
- D. The OAG reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with the Grantee should it appear on the Prohibited Entities List hereafter.

ARTICLE XIX
MISCELLANEOUS

- C. The waiver of a term or condition by any party shall not (i) entitle the other party to any future waivers of the same or different terms or conditions, (ii) impose any duties, obligations or responsibilities on the party not already in this Agreement, as amended, modified or superseded, or (iii) subject the parties to any actions.

- D. The Grantee shall not engage in any public information events, including media events with respect to this Agreement or the Scope of Work provided under this Agreement unless authorized to do so by the OAG or its representative which authorization shall not be unreasonably denied. The Grantee shall not speak on behalf of the OAG. All such inquiries from the public, press or government officials shall be referred to the OAG. Notwithstanding the foregoing, the Grantee may refer to and describe this Agreement and the services performed hereunder in its annual reports and information provided to its funders.
- E. The Grantee personnel shall be available to the OAG without charge and on a reasonable basis to answer questions as to matters pertaining to this Agreement. Under no circumstances shall the Grantee possess or retain a lien on any papers or materials obtained or developed in connection with this Agreement, except that the Grantee shall have the right to keep and use all copies of its work product, consistent with the conditions and terms of this Agreement including what is contained in Article X – Use of Information.
- F. Nothing in this Agreement shall limit or impede the OAG's rights or remedies.
- G. The entire understanding of the commitments, rights and responsibilities of the parties is contained in this Agreement together with any attachments and/or exhibits. To the extent there is any inconsistency among this Agreement and any of the attachments and/or exhibits attached hereto, conflicts shall be resolved in the following order of precedence:
- i. New York State Office of the Attorney General – Appendix A – Standard Clauses for Grants;
 - ii. Attachment I, the Application;
 - iii. Attachment II, Scope of Work;
 - iv. Attachment III, Program Budget;
 - v. Attachment IV, Quarterly Payment Requisition Checklist (collectively with Appendix A, Attachment I, Attachment II, Attachment III, Attachment IV and Attachment V, the "Attachments");
 - vi. The body of this Agreement; and
 - vii. Attachment V, the Request for Applications.
- H. This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- I. All headings herein are intended solely for the purposes of identification, and if a conflict between a heading and the text of this Agreement exists, then the text shall take precedence and the heading shall be deemed to be deleted from this Agreement.
- J. Waiver by the OAG of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until the same be agreed to in writing and executed and acknowledged by the parties hereto.
- K. Claims and Actions.
- i. No claim whatsoever shall be made by the Grantee, its heirs, administrators, executors, successors or assigns against any officer, agent or employee of the OAG for, or on account of, anything done or omitted to be done in connection with this Agreement.
 - ii. If any action is brought against the OAG and the action relates in any way to this Agreement and the OAG and the Grantee are not adverse parties in that action, then

the Grantee shall diligently render to the OAG without additional compensation, any and all assistance which the OAG may require.

- L. This Agreement shall be binding upon the Grantee, and upon the Grantee's heirs, administrators, executors, assigns and any court appointed receiver or administrator.
- M. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior writings, or agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby. No alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.
- N. All Attachments to this Agreement are incorporated and made a part hereof.

[No further text. Signature page to follow.]



ERIC T. SCHNEIDERMAN
Attorney General Ga

ACCEPTED AND AGREED TO BY:

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

JEANETTE MOY

Chief Operating Officer
NYS Office of the Attorney General
120 Broadway - 25th Floor
New York, NY 10271
212-416-6303

Signature: _____ Date: _____

AND

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee to obligate the Grantee to observe all of the terms and conditions placed on this Grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all agreements, representations, receipts, reports and other instruments of every kind. This Grant is not valid until signed and dated by the OAG or delegate and shall be deemed to be in full force and effect for the term of the contract specified herein.

Troy Community Land Bank Corporation
Organization Name

Monica K. Kurzejeski
Authorized Representative's Name (printed)

Acting Executive Director
Authorized Representative's Title

Monica K. Kurzejeski
Authorized Representative's Name (signature)

Subscribed and sworn before me this 10th day of April 2015

Denee Zeigler
Notary Public Seal or Signature

DENE E C ZEIGLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 012E6299354
Qualified in Rensselaer County
My Commission Expires March 24, 2018

LIST OF EXHIBITS

- Appendix A – Standard Clauses for Grants;
- Attachment I – Grantee Application for Community Revitalization Initiative Funds: Round 2
- Attachment II – Scope of Work;
- Attachment III – Program Budget; and
- Attachment IV – Quarterly Payment Requisition Checklist
- Attachment V – Request for Applications
- Attachment VI - Land Bank Grantee Due Diligence Checklist
- Attachment VII - Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE U.S. ARMY CORPS OF ENGINEERS PERMIT RELATING TO THE INGALLS AVENUE BOAT LAUNCH PROJECT

WHEREAS, the City of Troy ("City") has been proceeding with a project to install a boat launch and other related amenities on the Hudson River at the foot of Ingalls Avenue; and

WHEREAS, the project is entitled the Ingalls Avenue Boat Launch and involves the installation of a concrete slab boat ramp, a sectional floating dock, a kayak launch port and various upland improvements; and

WHEREAS, design drawings for the boat launch facilities have been prepared by the firm of Francis J. Bossilini, P.E.; and

WHEREAS, the construction of the boat launch facilities will involve construction activities that will impact the Hudson River and its shoreline; and

WHEREAS, in order to conduct such construction activities, the City must obtain a permit from the U.S. Army Corps of Engineers, New York District ("Corps of Engineers"); and

WHEREAS, the City has conferred with and provided the necessary information to the Corps of Engineers for this project and has requested the issuance of the required permit in order to allow the project to proceed; and

WHEREAS, the Corps of Engineers has issued Permit No.: NAN -- 2014 -00111 -- USH for the Ingalls Avenue Boat Launch Project; and

WHEREAS, the Corps of Engineers Permit requires the signature of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to sign the Corps of Engineers Permit for the Ingalls Avenue Boat Launch Project, a copy of which is attached hereto.

Approved as to form, May 13, 2016

Kevin P. Glasheen, Corporation Counsel

Memo In Support

The Ingalls Avenue Boat Launch site is listed as a priority site on the Hudson River Estuary Program Boating Access Plan. The site is the best available boat launch site south of the Troy Dam for approximately ten miles offering access to a large urban population where it is extremely limited due to Interstate 787 and urban conditions. The site is easily accessible from all points in Troy and from I – 787 and Route 7 and could potentially become a premier local fishing and boating access location. Through the establishment of a high profile, appealing boat launch with supporting amenities, Troy hopes to promote public awareness and appreciation for the Hudson River as well as bring in additional visitors to the City.

This project involves the installation of a concrete boat ramp (30' by 80', cast in place) at the terminus of Ingalls Ave, a sectional floating dock (6' by 40'), aluminum gangway (4' by 40') a kayak launch port (11' by 16"). A 50' by 110' coffer dam is to be used during ramp construction and removed upon completion. T-wall units and heavy stone fill will be used where bank retention and stabilization is deemed necessary upland. Additional upland improvements include new sidewalks, roadway re-grading and repair, a new driveway and parking lot, new lighting, bio-retention areas and remediation of purifier waste by National Grid where encountered.

Due to the fact that the construction activities relating to the boat launch project will impact the bed, waters and shoreline of the Hudson River, a permit to do so is required from the U.S. Army Corps of Engineers before any construction can take place. The City and its engineer have conferred with the Corps of Engineers, provided the necessary project drawings and extensive information and have requested the issuance of a Corps of Engineers permit for the project. The Corps of Engineers has now issued the necessary permit to allow the project to proceed. The permit requires the Mayor's signature.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

Regulatory Branch

APR 28 2016

SUBJECT: Permit Application Number NAN-2014-00111-USH
by Troy, City of

Andrew Kreshik
City of Troy
433 River Street, Suite 5001
Troy, New York 12180

Dear Mr. Kreshik:

Enclosed are two unsigned copies of the Department of the Army authorization for your work. If you agree to all statements and conditions included in the draft permit, have both copies signed by the commissioner or other officer authorized to sign for your agency and return both copies to this office. The copies are to be accompanied by a copy of the section of the law, code or regulation showing the authority of the officer signing them. This supporting documentation must be certified by the custodian of such records, under the seal of the agency, or notarized, to be true copies.

Enclosed also please find a copy of the New York State Department of State Coastal Zone Management certification letter with conditions for your proposal.

Upon receipt of the two signed copies and the supporting documentation, one copy of the authorization will be signed at this office and returned to you. No work may begin until you receive your signed permit.

This letter contains an initial proffered permit for your activity. If you object to this permit decision because of certain terms and conditions therein, you may request that the permit be modified accordingly under Corps regulations at 33 CFR 331. Enclosed you will find a combined Notification of Appeal Process (NAP) and Request for Appeal (RFA) form. If you object to this permit decision you must submit a completed RFA form to the New York District Office at:

Stephan A. Ryba
Chief, Regulatory Branch
U.S. Army Corps of Engineers, New York District
26 Federal Plaza, Room 1937
New York, New York 10278-0090

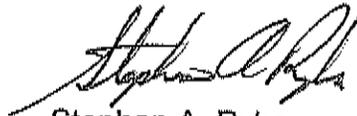
In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it

PLEASE USE THE ABOVE 18-CHARACTER FILE NUMBER ON ALL CORRESPONDENCE WITH THIS OFFICE

has been received by the District Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by _____ . It is not necessary to submit an RFA form to the District Office if you do not object to the permit decision in this letter.

If any questions should arise concerning this matter, please contact Brad Sherwood, of my staff, at (518) 266-6355.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephan A. Ryba". The signature is fluid and cursive, with a large initial "S" and "R".

Stephan A. Ryba
Chief, Regulatory Branch

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Troy, City of

File Number: NAN-2014-00111-USH

Date: **APR 28 2016**

Attached is:

See Section Below

X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_permit.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

•**ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the New York District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.

•**OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the New York District Engineer. Your objections must be received by the New York District Engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the New York District Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the New York District Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

•**ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the New York District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

•**APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the North Atlantic Division Engineer, ATTN: CENAD-PD-PSD-O, Fort Hamilton Military Community, Building 301, General Lee Avenue, Brooklyn, NY 11252-6700. This form must be received by the Division Engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the North Atlantic Division Engineer, ATTN: CENAD-PD-PSD-O, Fort Hamilton Military Community, Building 301, General Lee Avenue, Brooklyn, NY 11252-6700. This form must be received by the Division Engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

•**ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

•**APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the North Atlantic Division Engineer within 60 days of the date of this notice with a copy furnished to the New York District Engineer.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Stephan A. Ryba
U.S. Army Corps of Engineers, New York District
Jacob K. Javits Federal Building
26 Federal Plaza
New York, NY 10278-0090
(917) 790-8510

If you only have questions regarding the appeal process you may also contact:

James W. Haggerty, Regulatory Program Manager
North Atlantic Division, U.S. Army Engineer Division
Fort Hamilton Military Community
General Lee Avenue, Building 301
Brooklyn, NY 11252-6700
(347) 370-4650
E-mail: James.W.Haggerty@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
----------------------------------	-------	-------------------

DEPARTMENT OF THE ARMY PERMIT

Permittee: City of Troy
443 River Street, Suite 5001
Troy, New York 12180
(518) 279-7153

Permit Number: NAN-2014-00111-USH

Permit Date:

Issuing Office: U.S. Army Corps of Engineers, New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The discharge of fill material below the mean high tide elevation of the Hudson River to facilitate the installation of a boat launch, riprap, and two seasonal pier assemblies. The boat launch will be 80 feet long by 30 feet wide, and will be constructed of cast in place concrete installed within watertight forms on a crushed stone base. Prior to the installation of the boat ramp, the work site surrounding the proposed boat launch will be dewatered utilizing a sheet-pile cofferdam, and then removed after installation. In addition, approximately 750 cubic yards of material will be dredged from below the mean high tide elevation of the river by utilizing an environmental clamshell dredge bucket with no barge overflow. Approximately 300 cubic yards of riprap will be discharged below the mean high tide elevation of the river to stabilize approximately 200 feet of shoreline on the riverward side of the boat launch and the riverbank to the east. A total of 850 cubic yards of material will be discharged below the mean high tide elevation of the river once the boat launch and associated stabilization is completed.

The work will also involve the installation of two seasonal pier assemblies in the river. The first will be a 56 foot long by 6 foot wide floating pier that lies parallel to the proposed boat launch along the shoreline, and accessed by a 50 foot long by 4 foot wide gangway anchored to the shoreline above the mean high tide elevation of the river. The second seasonal floating dock will be a 16 foot long by 11 foot wide kayak launch port that will extend south from the first assembly. The seasonal pier assemblies will be secured utilizing six 12-inch steel piles.

All work shall be performed in accordance with the attached dated permit drawings; Special Conditions (A) thru (M) listed below; and the attached New York State Department of Environmental Conservation issued Section 401 of the Clean Water Act Water Quality Certificate Number 4-3817-00139/00006 dated October 15, 2015, including any future amendments; all of which are hereby made part of this permit.

Project Location: IN: Hudson River
AT: City of Troy, Rensselaer County, New York

PERMITTEE: City of Troy
PERMIT NUMBER: NAN-2014-00111-USH

Permit Conditions:

General Conditions:

1. Time limit for completing the regulated work authorized herein ends on _____.
If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least two (2) months before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned Section 401 of the Clean Water Act water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. The permittee shall allow representatives from this office to inspect the authorized activities at any time deemed necessary; and shall promptly provide any required written reports, to ensure that authorized activities are being or have been accomplished in accordance with the terms and conditions of this permit.

Special Conditions:

- (A) The permittee shall submit to this office the dates of commencement and completion of the herein authorized activities on the attached forms.
- (B) The permittee, and its agents, shall not conduct any in-water work from March 1st through September 30th of any calendar year in order to minimize adverse aquatic impacts to

PERMITTEE: City of Troy
PERMIT NUMBER: NAN-2014-00111-USH

diadromous fish spawning migrations and their peak biological activity, and impacts to shortnose sturgeon (*Acipenser brevirostrum*) and Atlantic sturgeon (*A. oxyrinchus*).

(C) The permittee shall install and maintain a weighted double-walled silt curtain during in-water operations.

(D) The permittee shall maintain a copy of this permit on all vessels engaged in dredging and transporting dredged materials.

(E) The permittee shall undertake all dredging activities in such a manner as to avoid large refuse piles, ridges across the bed of the waterway or deep holes, which have a tendency to cause injury to navigable channels or the banks of the waterway.

(F) The permittee shall, no less than 24 hour prior to the commencement of any in-water work, notify the United States Coast Guard office (USCG) of the commencement of the work and expected completion date, the hours of the day the work will be performed, the names of the vessels on-scene, the VHF radio channel(s) the vessels will monitor, and the project's 24/7 point(s) of contact. This information may be faxed to (718) 354-4190 or mailed to the following address:

USCG Commander
Activities New York (wob)
212 Coast Guard Drive
Staten Island, New York 10305
(718) 354-4012

(G) No less than 14 days prior to the commencement of any in-water work, the permittee shall inform local waterway users of the commencement of the work, using the "Local Notice to Mariners." Information required to be provided in the Local Notice to Mariners can be found at <http://www.navcen.uscg.gov>. This information may be faxed to (617) 223-8291 or e-mailed to LNMM@usgs.mil.

(H) The permittee shall provide the National Oceanic and Atmospheric Administration National Ocean Service (NOAA-NOS) of the project's physical completion date and as-built specifications so that NOAA may initiate the appropriate navigation chart updates and corrections. This information must be submitted online at:

<http://ocsddata.ncd.noaa.gov/idrs/discrepancy.aspx>

(I) The permittee shall verify, in writing, compliance with all required notices to USCG and NOAA-NOS as called for above, within five (5) calendar days of each notice. Verifications shall be delivered to the New York District at the following address:

PERMITTEE: City of Troy
PERMIT NUMBER: NAN-2014-00111-USH

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
ATTN: CENAN-OP-RU
Upstate New York Section
1 Buffington St., Bldg. 10, 3rd Fl. North
Watervliet, New York 12189-4000

(J) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(K) Outdoor lighting shall be located or shielded so that it is not confused with any aids to navigation and does not interfere with navigation on the adjacent waterway.

(L) The permittee shall perform hydrographic surveys of the federal navigation channel adjacent to the worksite, extending approximately 100 feet waterward of the mean low tide elevation of the river, before work commences and upon completion of work. The permittee shall compare the surveys to ensure that construction materials, including debris, do not enter the federal navigation channel. Any misplaced materials or debris entering the federal navigation channel shall be removed by the permittee. The surveys shall be submitted to the Regulatory Branch Upstate Regulatory Field Office within 30 days of the completion of the activity authorized by this permit verification.

(M) The permittee shall install and maintain a "Boater Warning" sign, or equivalent, at the boat launch stating all boaters shall be aware of the Federal Navigation Channel and all boaters shall stay out of the restricted area below the Troy Dam and away from the entrance of the Troy Lock. Details of the actual signage shall be submitted to the New York District Corps of Engineers for approval prior to installation.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations

required by law.

- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMITTEE: City of Troy
PERMIT NUMBER: NAN-2014-00111-USH

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
City of Troy

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER)

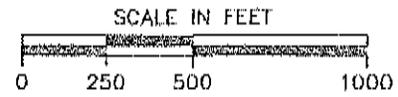
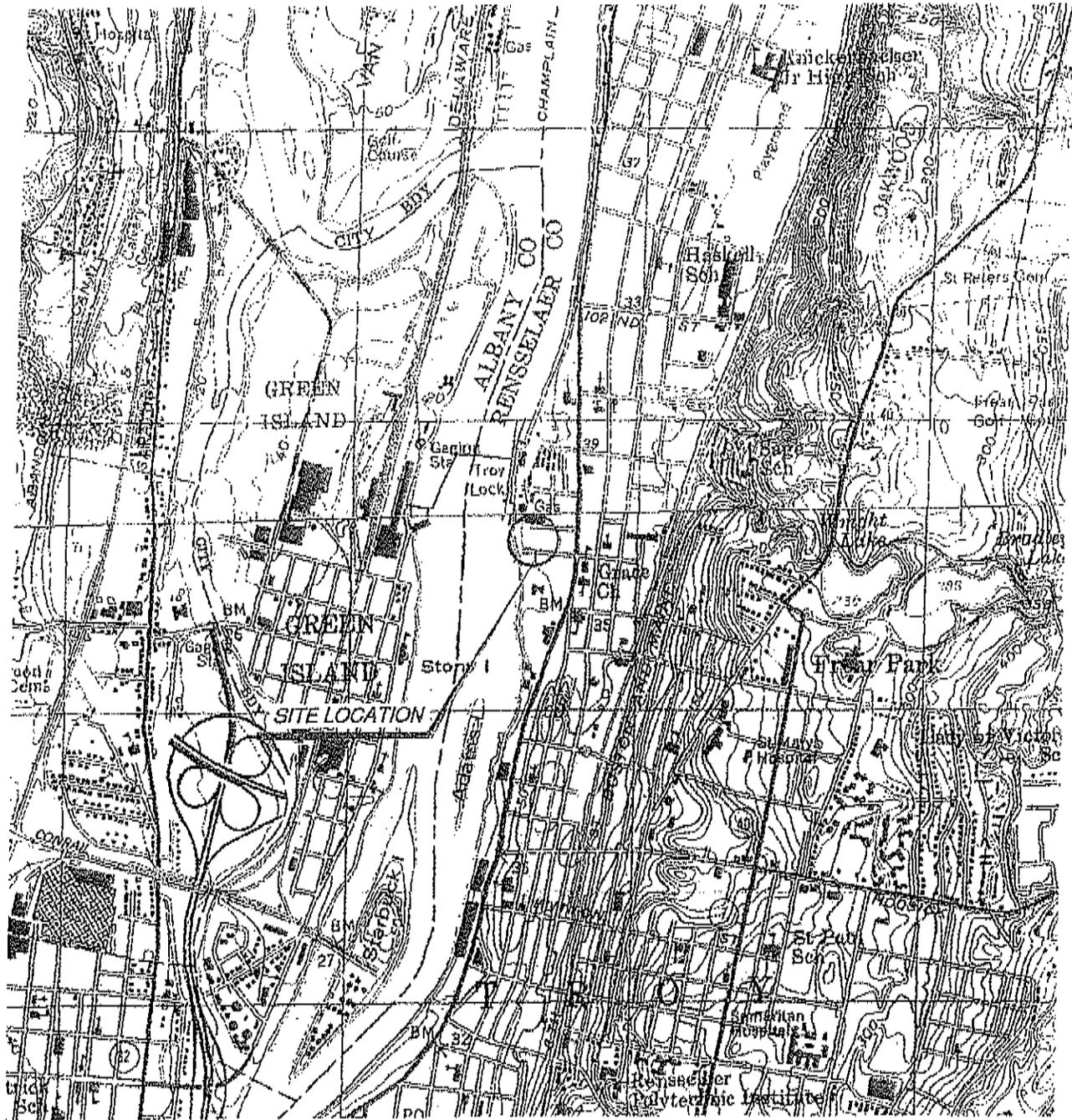
(DATE)

David A. Caldwell
Colonel, U.S. Army
Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE)

(DATE)



THIS DRAWING IS NOT TO BE
 USED FOR ENGINEERING
 PURPOSES

DRAWN BY:	XXX
DESIGN BY:	XXX
CHECK BY:	XXX
PROJ. NO:	PROJ. NO
SCALE :	AS SHOWN
DATE :	XX/XX/XX

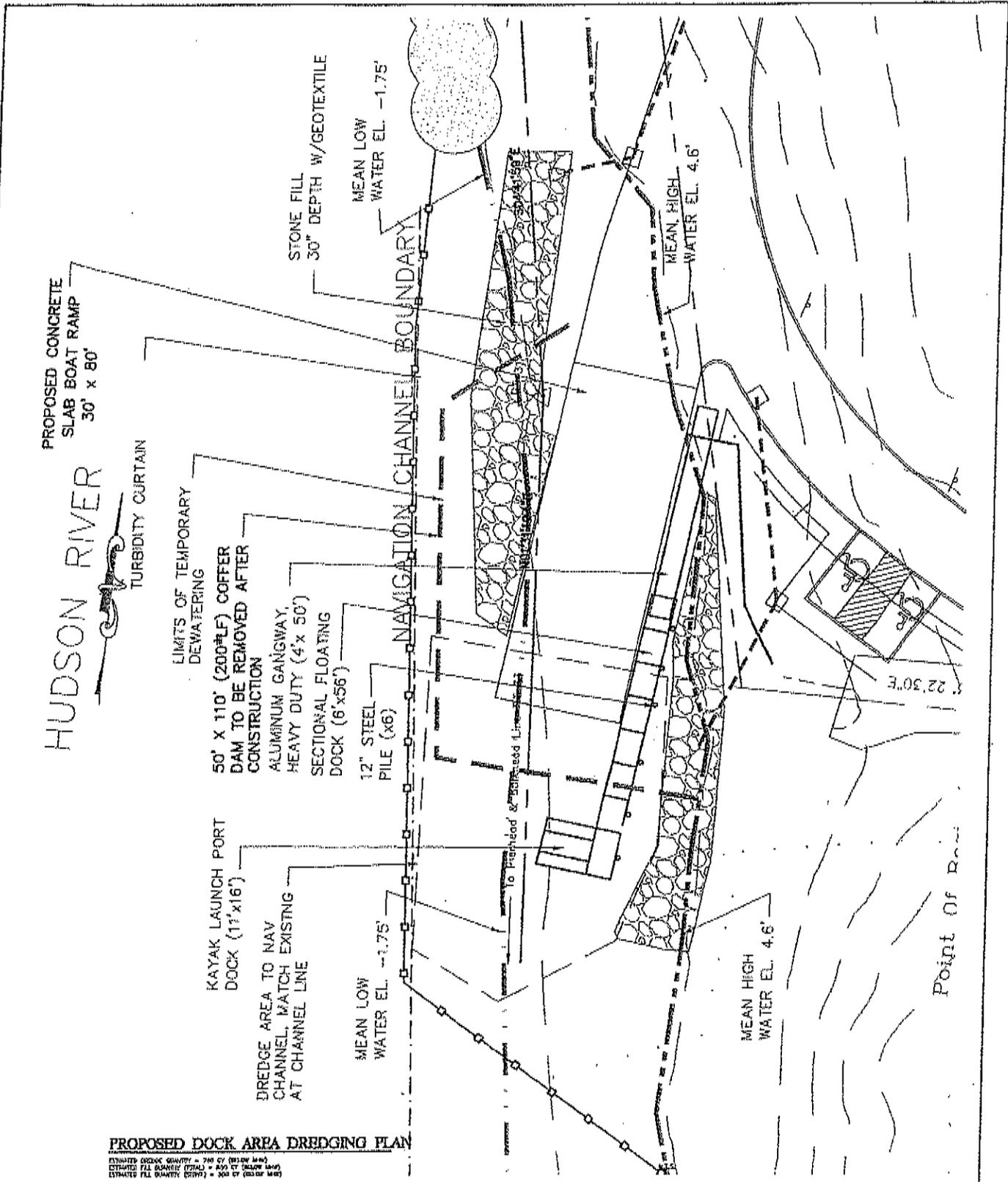
Site Location Map

CITY OF TROY
 Proposed Ingalls Ave. Boat Launch
 RENSSELAER COUNTY, NY



H. H. ASSOCIATES, LLC
 170 RIVER STREET, TROY, NY 12180
 518.270.1030

FIGURE 1
 SHEET 1 OF 2

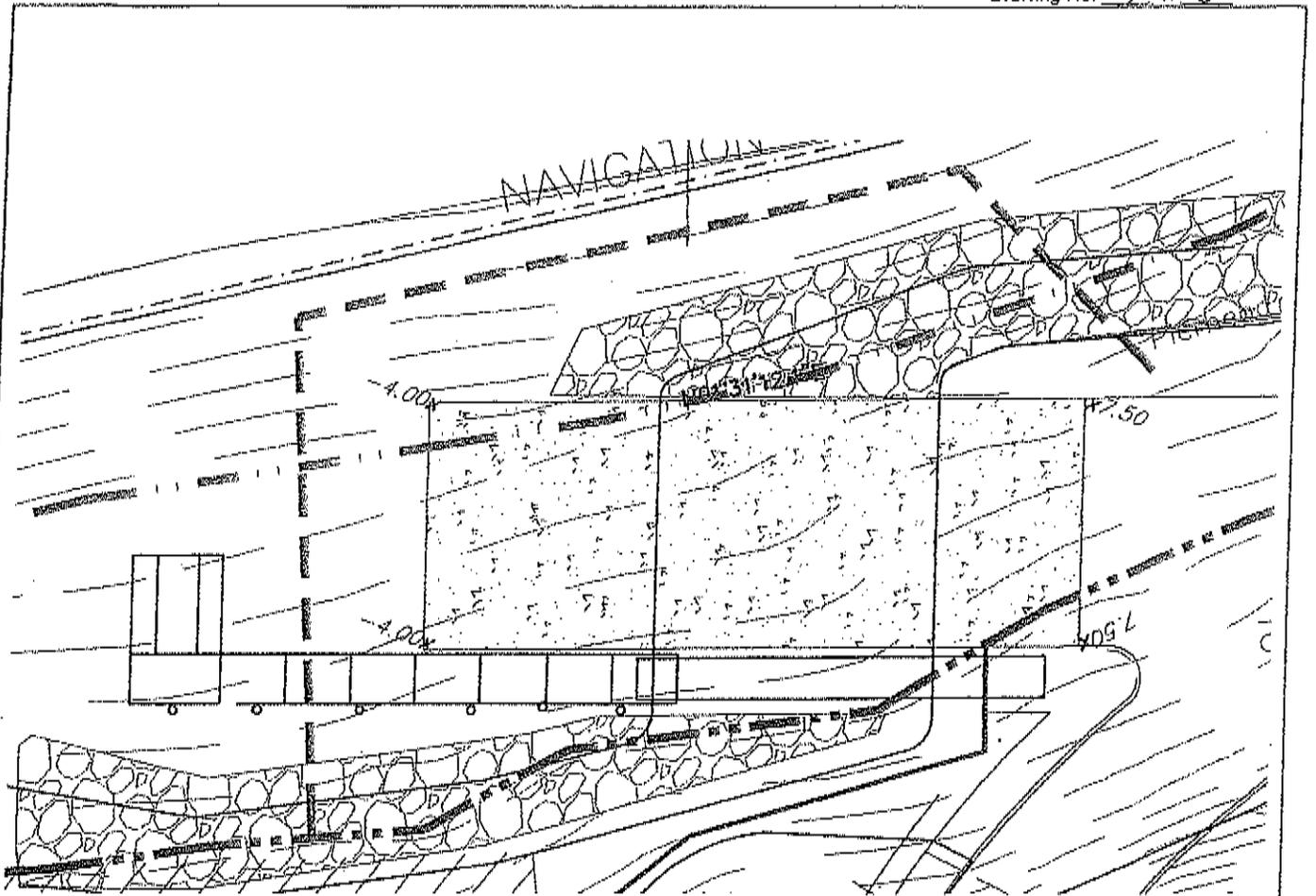


PROPOSED DOCK AREA DREDGING PLAN
 ESTIMATED DREDGE QUANTITY = 700 CY (BELOW 100')
 ESTIMATED FILL QUANTITY (TOTAL) = 800 CY (BELOW 100')
 ESTIMATED FILL QUANTITY (NET) = 300 CY (BELOW 100')

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 2209 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES MADE FROM THE ORIGINAL OF THIS DRAWING BEARING AN ORIGINAL INKED OR EMBOSSED SEAL AND SIGNATURE SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
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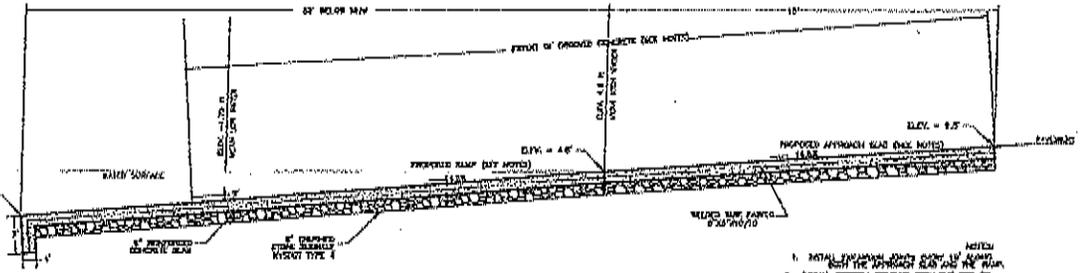
FRANCIS J. BOSSOLINI, PE
 Land Planning, Civil Engineering
 2 Sycamore Court, Suite 101
 Troy, NY 12180-4825
 518-689-4823
 518-273-7078 FAX

DOCK PLAN		
CITY OF TROY		
INGALLS AVENUE BOAT LAUNCH		
CITY OF TROY		
COUNTY OF RENSSELAER		STATE OF NEW YORK
DRAWN BY: CADD FILE:	CHECKED BY: JOB NO. 12-012	SCALE: 1" = 30'
DATE: 04/15/15		SHEET 1 OF 5



PROPOSED LAUNCH AREA PLAN

DATE: 04/15/15
 DRAWN BY: JTB
 CHECKED BY: JTB
 SCALE: NONE



PROPOSED CONCRETE RAMP

N.T.S.

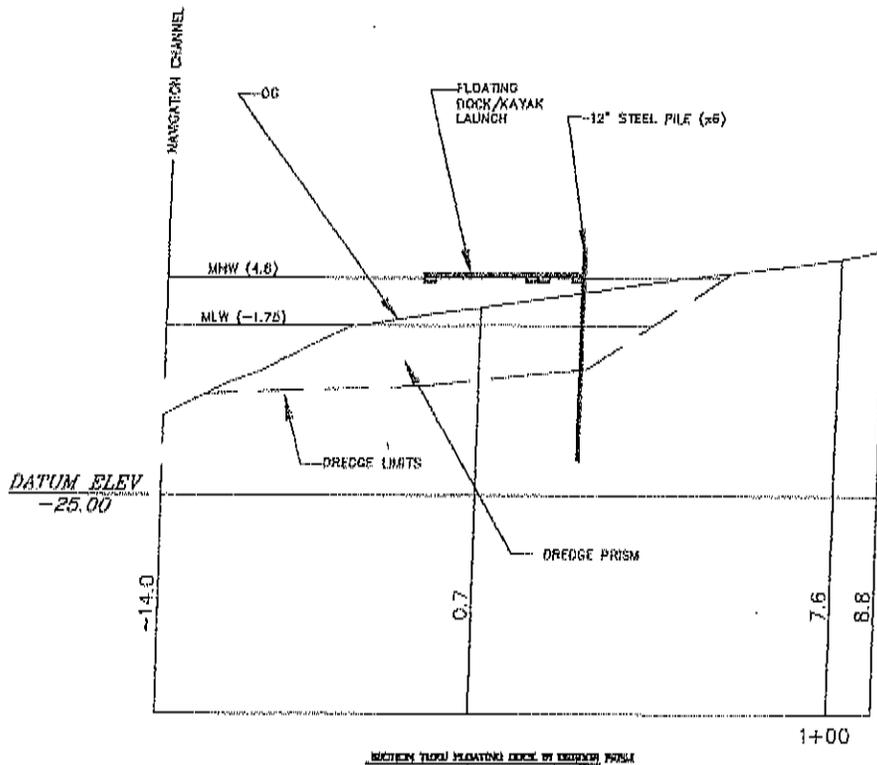
1. INITIAL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROACH ROAD AND RAMP NOTES.
2. STONE WALLS SHALL BE CONSTRUCTED TO THE TOP OF THE RAMP AND SHALL BE FINISHED WITH A 1/4" SAND FINISH.

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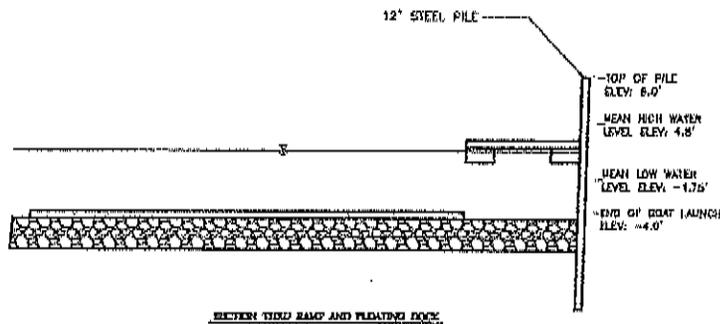
FRANCIS J. BOSSOLINI, PE
 Land Planning, Civil Engineering
 2 Seymour Court, Suite 101
 Troy, NY 12180-4825
 518-290-4821
 518-273-7076 FAX

RAMP/ACCESS ROAD SCHEMATIC
 CITY OF TROY
 INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY: CADD FILE:	CHECKED BY: JOB NO. 12-012	SCALE: NONE
DATE: 04/15/15	SHEET 2 OF 5	



SECTION THRU FLOATING DOCK BY BOAT RAMP



SECTION THRU RAMP AND FLOATING DOCK

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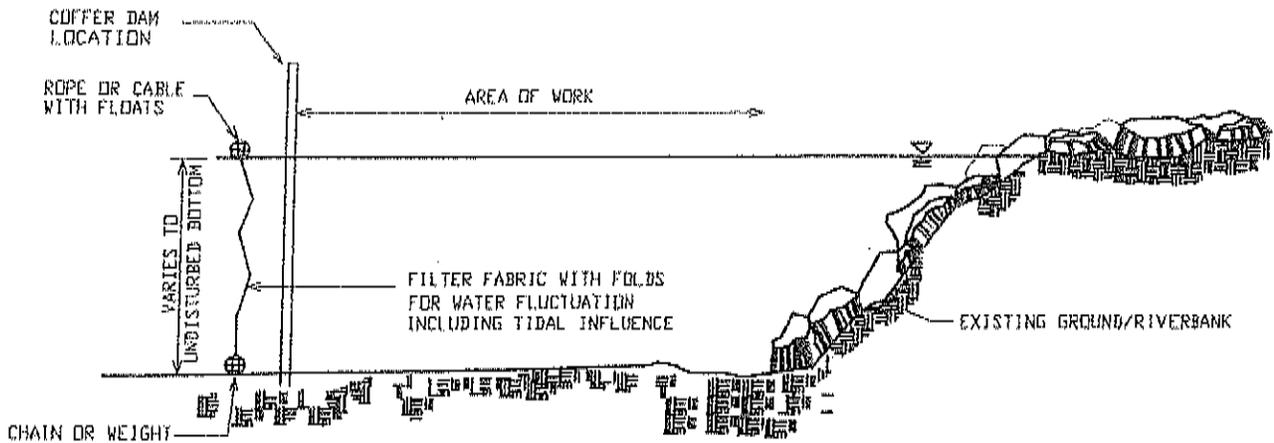
BOAT RAMP DETAIL
 CITY OF TROY
INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY:
 CADD FILE:
 DATE:
 04/15/15

CHECKED BY:
 JOB NO. 12-012

SCALE: NONE

SHEET 3 OF 5



NOTES: TURBIDITY CURTAIN

1. THE EXACT LOCATION SHALL BE DETERMINED BY THE ENGINEER.
2. TURBIDITY CURTAIN TO BE REMOVED AFTER COMPLETION OF CONSTRUCTION WHEN WATER CLEARS, A.D.B.E.
3. PERMEABLE GEOTEXTILE ON APPROVED LIST FOR GEOTEXTILE-TURBIDITY CURTAIN SHALL BE USED.

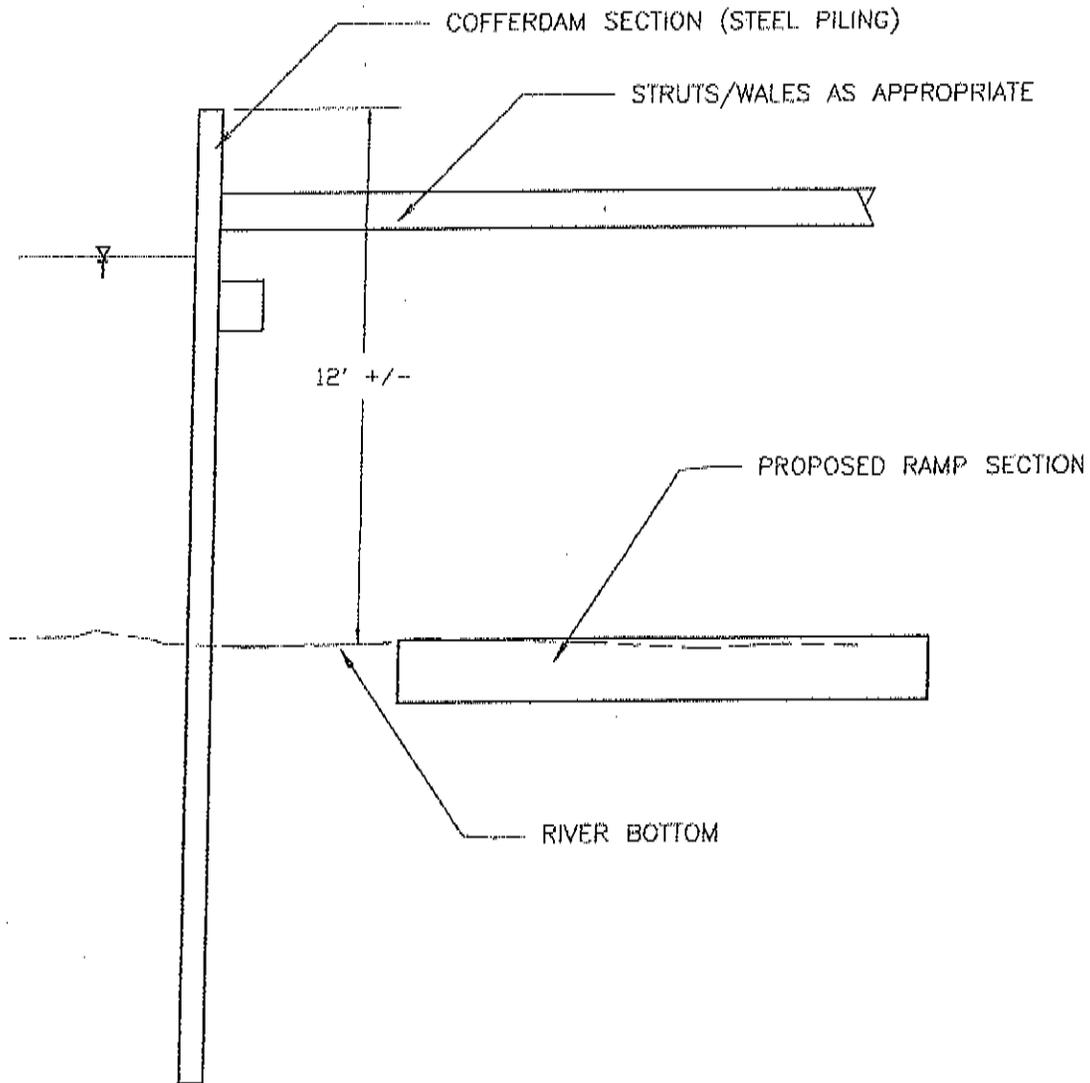
TURBIDITY CURTAIN (FLOATING)

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 2 Seymour Court, Suite 301
 Troy, NY 12180-4825
 518-690-4621
 518-273-7078 FAX

TURBIDITY CURTAIN DETAIL
 CITY OF TROY
 INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY:	CHECKED BY:	SCALE: NONE
CADD FILE:	JOB NO. 12-012	
DATE:		SHEET 4 OF 5
04/15/15		



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 518-590-4821
 518-273-7078 FAX

COFFERDAM SCHEMATIC CITY OF TROY INGALLS AVENUE BOAT LAUNCH CITY OF TROY COUNTY OF RENSSELAER STATE OF NEW YORK		
DRAWN BY: CADD FILE:	CHECKED BY: JOB NO. 12-012	SCALE: NONE
DATE: 04/15/15	SHEET 5 OF 5	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 4
1130 North Westcott Road, Schenectady, NY 12306-2014
P: (518) 357-2069 | F: (518) 357-2460
www.dec.ny.gov

October 15, 2015

Andrew Kreshik, Assistant Planner
City of Troy
433 River Street, Suite 5001
Troy, NY 12180

RE: Protection of Waters Permit
Water Quality Certification
DEC #4-3817-00139/00006
Ingalls Avenue Boat Launch
City of Troy, Rensselaer County

Dear Mr. Kreshik:

The permit that you applied for is enclosed. Please read it carefully and note the conditions that are included. It is valid for only those activities authorized and is effective **October 15, 2015 and will expire on December 31, 2017.** Work beyond the scope of the permit and the approved project plans may be considered a violation of the law and subject to appropriate enforcement action.

Please be advised that the Uniform Procedures Regulations (6 NYCRR Part 621) provide that an applicant may request a public hearing if a permit is denied or contains conditions which are unacceptable to them. Any such request must be made in writing within 30 calendar days of the date of permit issuance and must be addressed to the Regional Permit Administrator at the letterhead address. A copy should also be sent to the Chief Administrative Law Judge at NYSDEC, 625 Broadway, 1st Floor, Albany, NY 12233-1550.

Also note that this permit does not eliminate the need to obtain any other federal, state or local permits or approvals that may be required for this project.

Please feel free to contact me at (518) 357-2452 or by email at nancy.baker@dec.ny.gov should you have any questions regarding the extent of the work authorized, or your obligations under the permit.

Sincerely,



Nancy M. Baker
Environmental Analyst 2

Enclosures: Permit

cc: Brad Sherwood, ACOE (NAN-2014-00111-USH)
Habitat, Stamford
Kathleen Prather, CO DHSM
Karen Woodfield, CO DOW
John Spellman, CO DER
file



Department of
Environmental
Conservation



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
CITY OF TROY
433 RIVER ST STE 5000
TROY, NY 12180-2284

Facility:
INGALLS AVE BOAT LAUNCH
INGALLS AVE AT HUDSON RIVER
TROY, NY

Facility Location: in TROY in RENSSELAER COUNTY

Facility Principal Reference Point: NYTM-E: 607.6 NYTM-N: 4733.5
Latitude: 42°44'47.3" Longitude: 73°41'07.1"

Project Location: Hudson River at Ingalls Avenue, City of Troy

Authorized Activity: The permit authorizes construction of a riverfront park and associated boat launch for public use. The facility includes a boat launch and docking area, parking for cars and trailers, a comfort station with restroom facilities, and boat storage. Construction includes the dredging of approximately 750 cyds of material from the Hudson River, fill totalling 850 cyds below MHW, and installation of 300 cyds of stone rip rap. Dredge material may be used on-site as part of the park construction project. The location of the project is along the Hudson River between Ingalls Avenue and Douw Street in Troy.

**This modification reduces the footprint of the proposed project, and moves the proposed launching facility further south on the existing parcel.*

Permit Authorizations

Docks, Platforms & Moorings - Under Article 15, Title 5

Permit ID 4-3817-00139/00006

Reissuance	Effective Date: <u>1/6/2015</u>	Expiration Date: <u>12/31/2015</u>
Modification # 1	Effective Date: <u>10/15/2015</u>	Expiration Date: <u>12/31/2017</u>

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 4-3817-00139/00007

Reissuance	Effective Date: <u>1/6/2015</u>	Expiration Date: <u>12/31/2015</u>
Modification # 1	Effective Date: <u>10/15/2015</u>	Expiration Date: <u>12/31/2017</u>

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 4-3817-00139/00008

Reissuance	Effective Date: <u>1/6/2015</u>	Expiration Date: <u>12/31/2015</u>
Modification # 1	Effective Date: <u>10/15/2015</u>	Expiration Date: <u>12/31/2017</u>



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: NANCY M BAKER, Deputy Regional Permit Administrator
Address: NYSDEC Region 4 Headquarters
1130 N Westcott Rd
Schenectady, NY 12306

Authorized Signature: _____

Nancy M Baker

Date 10/15/2015

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: DOCKS, PLATFORMS & MOORINGS; WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS

GENERAL REQUIREMENTS

1. **Deed and Use Restrictions** The City of Troy (City) must implement deed and use restrictions on the property to prevent disturbance of the contaminated subsurface soils or inappropriate future use of the site, including groundwater extraction and use. A Site Management Plan, similar to that which is required for Brownfield sites under 6 NYCRR Part 375, must be in place to outline procedures required for excavation and disposal if soils must be disturbed in the future.

2. **Filing of Deed and Use Restrictions** The deed restrictions referenced in Special Condition #1 shall be filed and recorded with the Rensselaer County Clerk's Office prior to commencing any construction. A copy of the filed language, stamped by the County Clerk, shall be provided to the Regional Permit Administrator at least 15 days prior to the commencement of any upland construction.



GENERAL REQUIREMENTS

3. Notifications Pursuant to the work plan "Ingalls Avenue Operable Unit, Oversight Work Plan, March 2007", the City of Troy and National Grid will coordinate portions of the cleanup of contaminated soils. Therefore, notification to the Department (Division of Environmental Remediation) and National Grid is required 60 days prior to the start of upland construction so that the work plan can be properly coordinated. Notification needs to be made to:

John Spellman
Department of Environmental Conservation, Division of Environmental Remediation
625 Broadway
Albany, New York 12233

Edward F. Neuhauser, Ph.D
Principal Environmental Engineer
National Grid
300 Erie Boulevard West
Syracuse, New York 13202

Sarah H. Evans
Department of Environmental Conservation, Division of Environmental Permits
1130 North Westcott Road
Schenectady, New York 12306

4. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by the City of Troy as listed in the condition titled "Submitted Information" below.

5. Submitted Information All activities authorized by this permit must be in strict conformance with the following submitted information:

- a) Application Package submitted by the City of Troy dated January 26, 2010 and received on January 28, 2010.
- b) Construction package plans dated January 29, 2010.
- c) The Stormwater Pollution Prevention Plan dated March 10, 2010 and received March 17, 2010 for the Ingall's Avenue Boat Launch.
- d) The Beneficial Use Determination (BUD No. 969-4-42) for the use of dredged material dated August 5, 2010.
- e) Application for Modification with plans last revised on April 15, 2015, attached to this permit.



DREDGING

6. Dredge Operations Either hydraulic dredging or dredging using a closed environmental bucket is approved. If a land based excavator with a digging bucket is necessary, a silt curtain containment system surrounding the dredge site shall be employed. If dredge material is placed onto a barge, no barge overflow is permitted. If dredge material is placed directly into a truck, spillage onto the ground is not permitted.

7. Stream Work Periods Sheet pile installation and H-pile jacketing may only take place between September 1 and November 30 of any year this permit is in effect.

8. Dredging Operations - Additional Dredging equipment shall be operated in a manner that minimizes the in-stream resuspension of sediments. Dredging operations shall not cause an increase in turbidity that results in a substantial visible contrast to natural conditions or the deposition of sediment.

9. Turbidity Curtain The turbidity curtain shall be used during construction and removed during prolonged periods of inactivity at the site (prolonged periods of inactivity are >1 week).

10. Acoustic Impacts All potential acoustic impacts shall be restricted to the minimum necessary to complete the project.

11. Dredge Disposal The final dredge material disposal must be in accordance with the Beneficial Use Determination (BUD No. 969-4-42) dated August 5, 2010 (see attached).

CONSTRUCTION REQUIREMENTS

12. Control Erosion During Construction Provisions shall be made to minimize erosion during the construction of the project and to prevent increased sedimentation in any water body on or adjacent to the project.

13. Minimize Bed/Bank Disturbance Disturbance to the bed and banks of the Hudson River shall be kept to the minimum necessary to complete the project.

14. Water Clarity Stream reaches downstream of construction areas shall always remain as clear (non-turbid) as the reaches upstream of the construction areas.

15. Concrete Leachate During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

16. Solid Waste Disposal Any solid wastes including junkyard debris that are encountered or uncovered during development must be removed from the site for proper disposal.

17. MGP Waste Any Manufactured Gas Plant (MGP) waste discovered during development of the site must be removed for proper disposal.



18. **Soil Removal of BTEX Contamination** The soil in the vicinity of TP-3 in the northwest corner of the property must be excavated to a depth of at least 6 feet or until concentrations of BTEX compounds are below soil cleanup levels for the commercial use specified in Table 375-6.8(b) in Part 375. All excavated soils from this operation must be removed from the site and disposed at an approved facility or location.
19. **Underground Storage Tank** The underground storage tank must be properly decommissioned and removed as recommended in the H2H report.
20. **Contaminated Soil Removal** Where contaminated soils that exceed Residential Soil Clean-up Objectives (SCOs) as identified in the H2H report (page 7-5) can be delineated through appearance, odors or real-time instruments, these soil "hot spots" need to be excavated and replaced with clean fill as recommended in the H2H report. Excavated soils must be removed from the site for proper disposal.
21. **Warning Layer** A "warning layer" of orange polyethylene snow fencing, or similar material, must be placed over the existing soil surface of the development area prior to placement of the clean soil cover material.
22. **Clean Soil as Cover Material** A minimum of 24 inches of clean soil must be placed over all surfaces in the park that will not be paved or covered by structure foundations. The upper six inches of this cover layer must be capable of supporting vegetation and planted with grass or landscape plantings to prevent erosion.
23. **Areas of Existing Concrete/Pavement** All concrete or paved surfaces must be at least six inches in thickness and be maintained in good condition. Where there is existing concrete, the concrete may remain in place. It is not necessary to place 24 inches of clean cover material on top of the existing or new concrete or pavement.
24. **Contain Construction Material** All construction material shall be contained and not allowed to inadvertently enter the waterway.
25. **Excess Construction Material** All excess construction material shall be disposed of in an upland area a minimum of 100' from any water body or wetland.
26. **Seed, Mulch Disturbed Soils** All areas of soil disturbance resulting from this project (above the mean high water line) shall be seeded with an appropriate perennial grass seed and mulched with straw within one week of final grading.
27. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
28. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.



29. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

30. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

31. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.



A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 4 Headquarters
1130 N Westcott Rd
Schenectady, NY12306

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Docks, Platforms & Moorings, Excavation & Fill in Navigable Waters, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

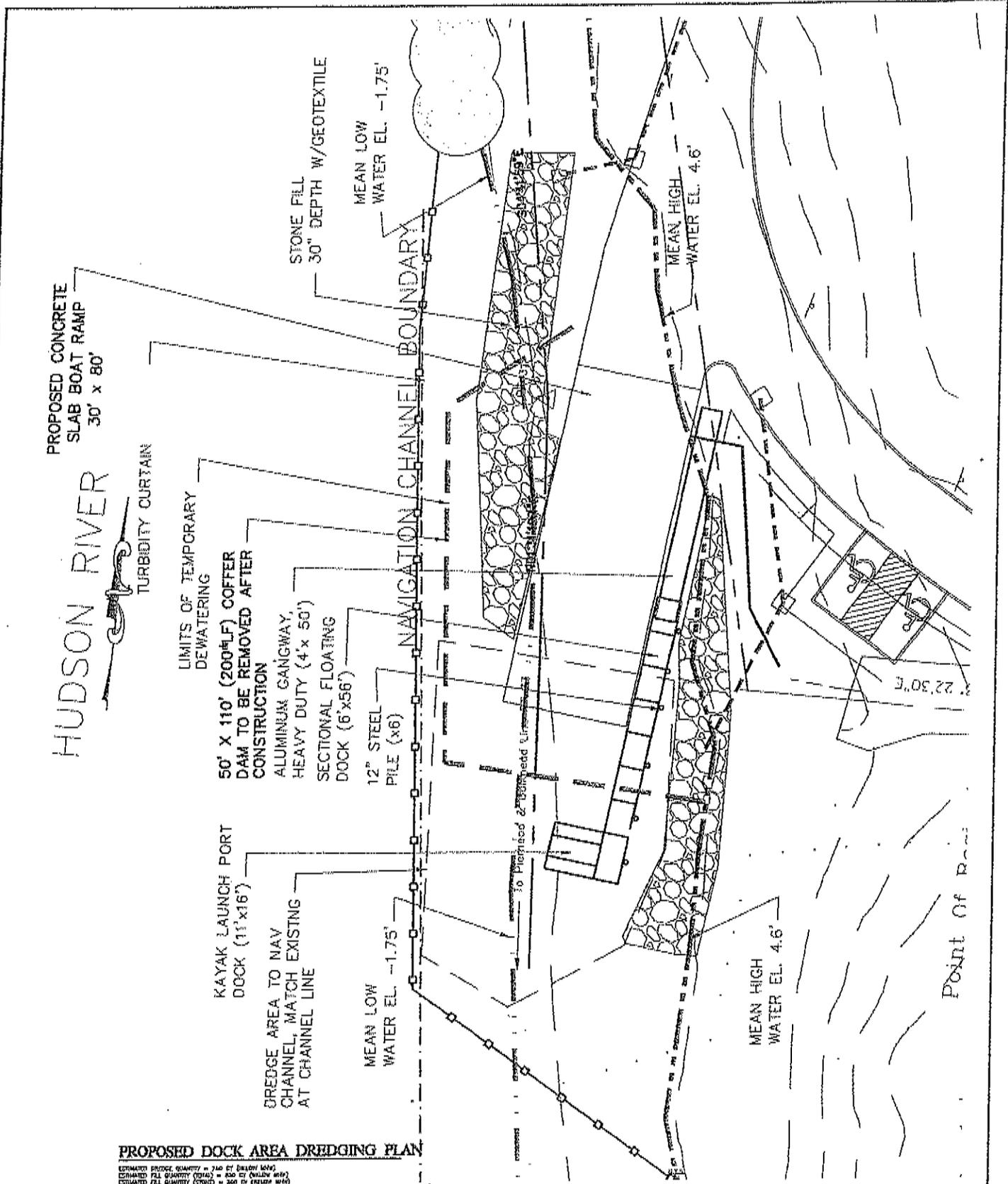
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



HUDSON RIVER

PROPOSED CONCRETE SLAB BOAT RAMP 30' x 80'

TURBIDITY CURTAIN

LIMITS OF TEMPORARY DEWATERING

50' X 110' (200⁰LF) COFFER DAM TO BE REMOVED AFTER CONSTRUCTION

ALUMINUM GANGWAY, HEAVY DUTY (4' x 50')

SECTIONAL FLOATING DOCK (6' x 56')

12" STEEL PILE (x6)

NAVIGATION CHANNEL BOUNDARY

KAYAK LAUNCH PORT DOCK (11' x 16')

DREDGE AREA TO NAV CHANNEL, MATCH EXISTING AT CHANNEL LINE

MEAN LOW WATER EL. -1.75'

MEAN HIGH WATER EL. 4.6'

Point of View

PROPOSED DOCK AREA DREDGING PLAN

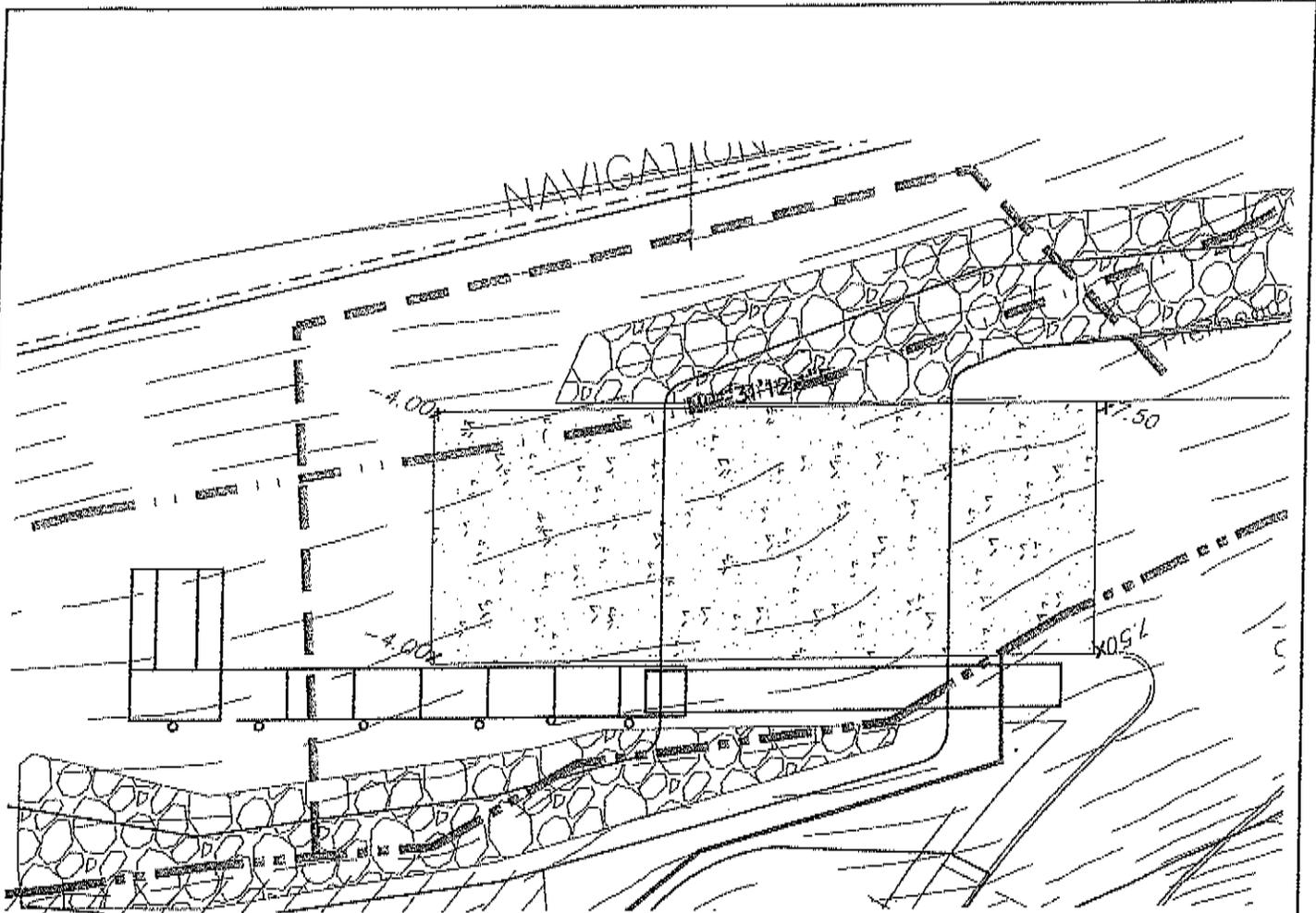
ESTIMATED PROPOSED QUANTITY = 740 CY (Bank/low)
 ESTIMATED FILL QUANTITY (COFFER) = 830 CY (Bank/low)
 (See notes on site - COFFER TO BE REMOVED)
 ESTIMATED FILL QUANTITY (DOCK) = 600 CY (Bank/low)

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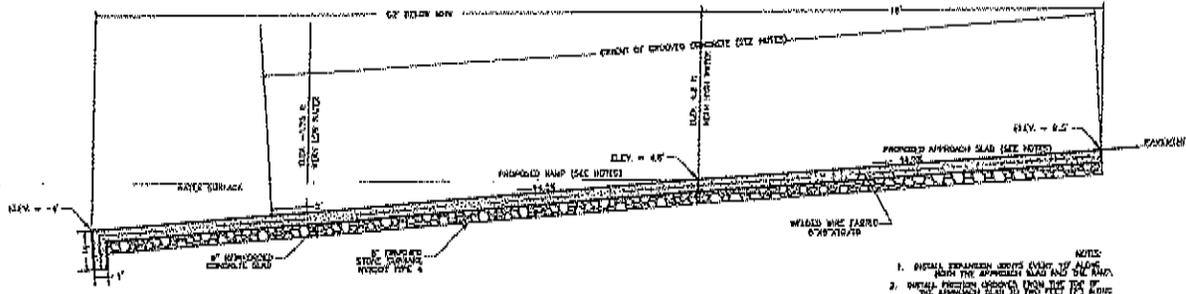
DOCK PLAN
 CITY OF TROY
 INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY: CADD FILE:	CHECKED BY: JOB NO. 12-012	SCALE: 1" = 30'
DATE: 04/15/15	SHEET 1 OF 5	



PROPOSED LAUNCH AREA PLAN

TOTAL AREA INCLUDING PROPOSED RAMP, FILL
 TOTAL AREA = 120,000 SQ FT
 TOTAL EXISTING AREA
 85,000 SQ FT



PROPOSED CONCRETE RAMP

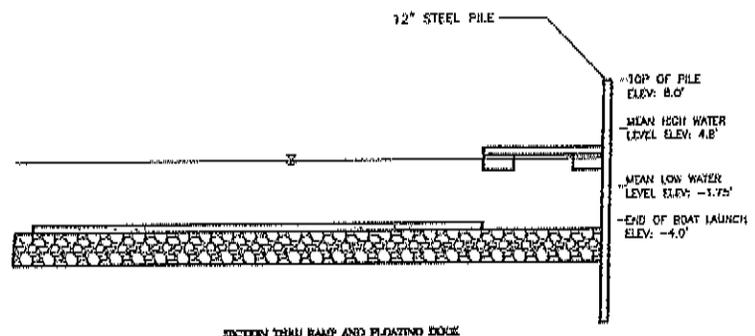
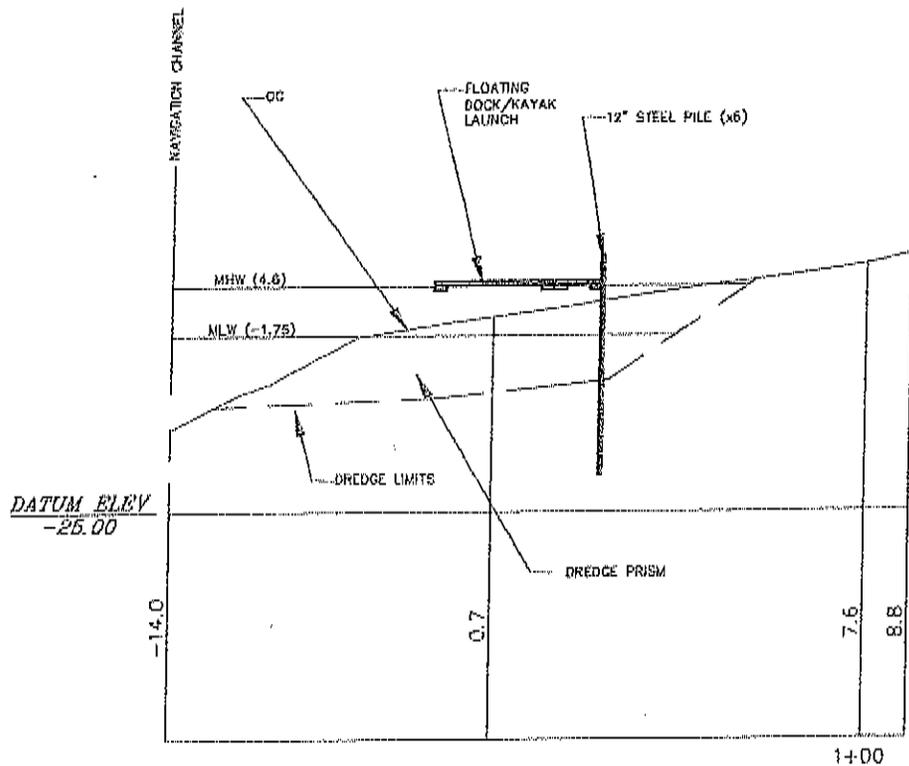
- NOTES:
 1. INITIAL EXAMINATION SHOULD VERIFY ALL DIMENSIONS WITH THE APPROVED PLANS AND THE FIELD.
 2. INITIAL INSPECTION SHOULD VERIFY THE TYPE OF RAMP BEING LAUNCHED RAMP SHOULD BE WITH LOW WATER LEVEL.

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04/15/15		



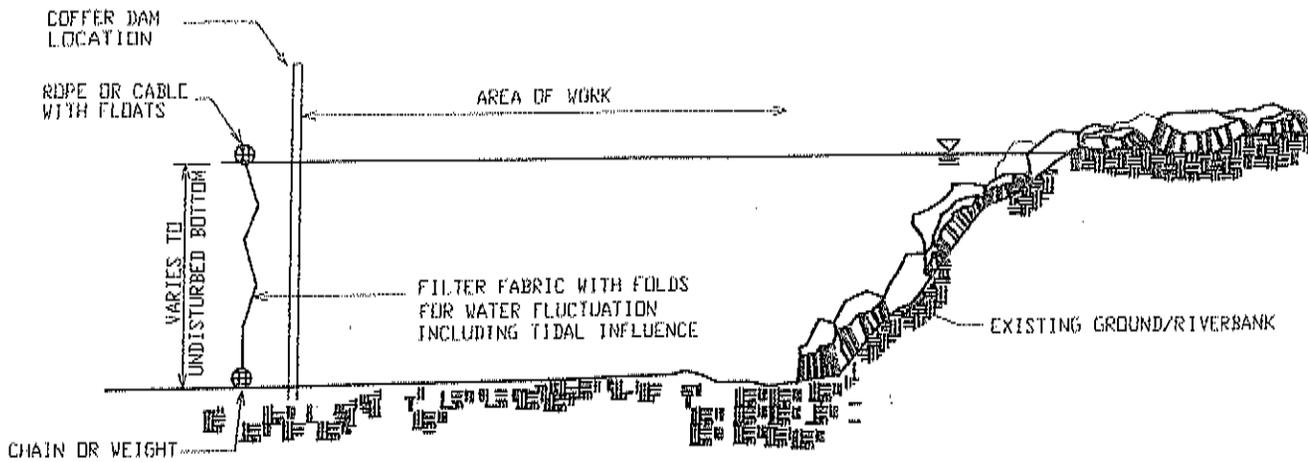
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INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY:	CHECKED BY:	SCALE: NONE
CAED FILE:	JOB NO. 12-012	
DATE:	04/15/16	SHEET 3 OF 5



NOTES: TURBIDITY CURTAIN

1. THE EXACT LOCATION SHALL BE DETERMINED BY THE ENGINEER.
2. TURBIDITY CURTAIN TO BE REMOVED AFTER COMPLETION OF CONSTRUCTION WHEN WATER CLEARS.A.O.B.E.
3. PERMEABLE GEOTEXTILE ON APPROVED LIST FOR GEOTEXTILE- TURBIDITY CURTAIN SHALL BE USED.

TURBIDITY CURTAIN (FLOATING)

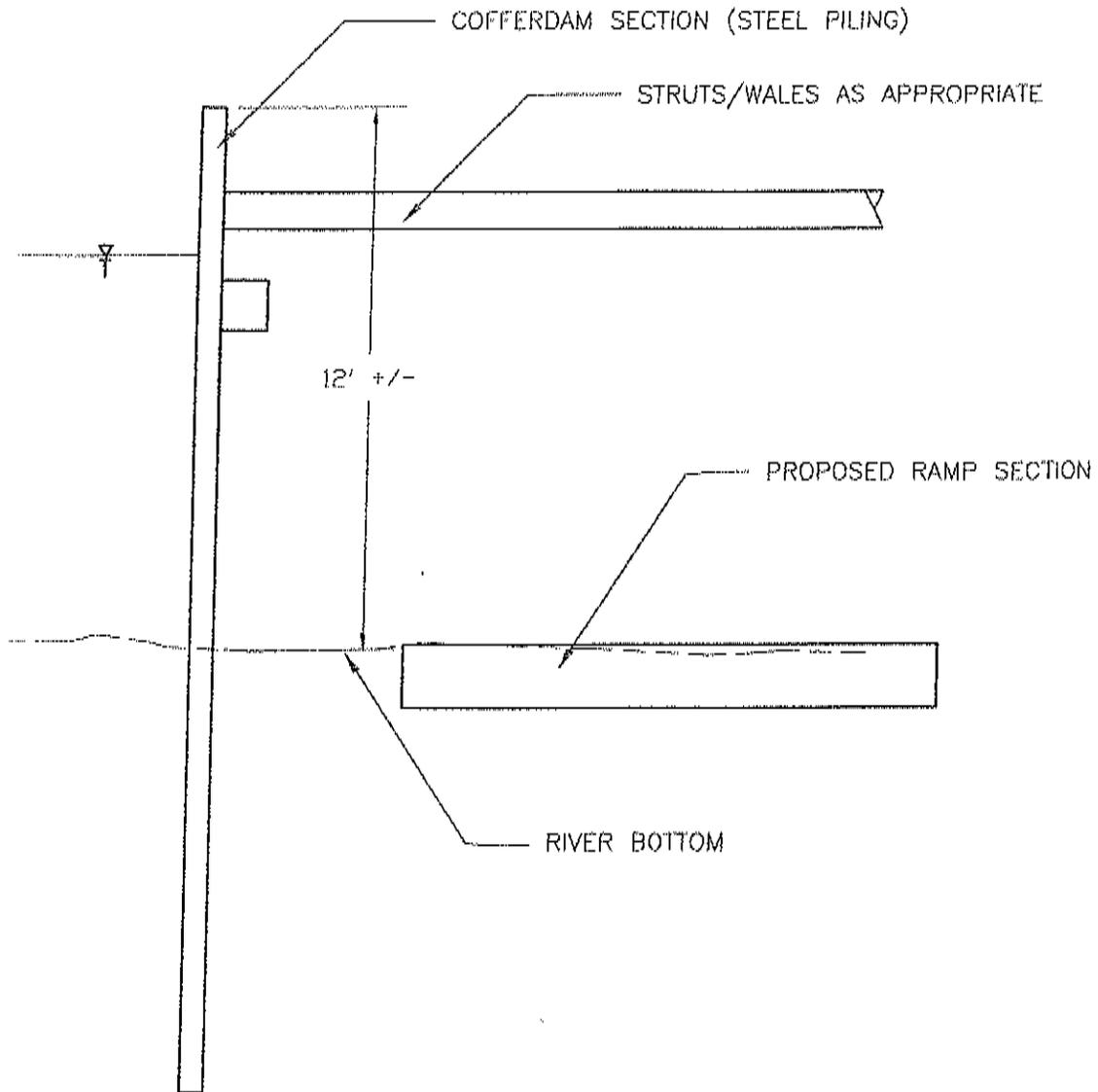
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FRANCIS J. BOSSOLINI, PE
 Land Planning, Civil Engineering
 2 Seymour Court, Suite 101
 Troy, NY 12180-4825
 518-590-4821
 518-273-7078/FAX

TURBIDITY CURTAIN DETAIL
 CITY OF TROY
 INGALLS AVENUE BOAT LAUNCH
 CITY OF TROY
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY: CA00 FILE:	CHECKED BY: JOB NO. 12-012	SCALE: NONE
DATE: 04/15/15	SHEET 4 OF 5	



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 518.590.4821
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COFFERDAM SCHEMATIC
 CITY OF TROY
 INGALLS AVENUE BOAT LAUNCH
 COUNTY OF RENSSELAER STATE OF NEW YORK

DRAWN BY:
 CADD FILE:
 DATE:
 04/15/15

CHECKED BY:
 JOB NO. 12--012

SCALE: NONE
 SHEET 5 OF 5

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STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DDS.NY.GOV

ANDREW M. CUOMO
GOVERNOR
CESAR A. PERALES
SECRETARY OF STATE

April 14, 2015

Mr. Andrew Kreshik
City of Troy
Assistant Planner
433 River Street, Suite 5001
Troy, New York 12180

RE: F-2015-0155
U.S. Army Corps of Engineers/New York District
Permit Application
City of Troy (Ingalls Avenue Boat Launch)
Install 30'x80' concrete slab boat ramp with a 6'x40'
sectional floating dock, connected to a retaining wall,
4'x40' aluminum gangway and 11'x16' kayak launch
port. A 50'x110' coffer dam is to be used during ramp
construction and removed upon completion.
Hudson River, City of Troy, Rensselaer County
General Concurrence - Modification to Previously
Reviewed Activity

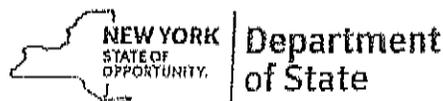
Dear Mr. Kreshik:

The Department of State received your proposed modification of the above-referenced activity on 2/27/2015. The Department previously reviewed the original proposal and concurred with a consistency certification for it, or otherwise indicated it had no objection to authorization of the proposed activity.

The proposed modification involves reconfiguration of boat launch as per plans received 2/27/2015 and dated 6/26/2012.

The Department of State has determined that this modification of the activity previously reviewed by this Department would not result in coastal zone effects that would be substantially different than those originally reviewed by the Department, and that the modified proposal meets the Department's general consistency concurrence criteria. Therefore, further Department of State review of this modification to the previously reviewed activity, and the Department's concurrence with an individual consistency certification for the proposed activity, are not required.

This General Concurrence is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, or other forms of authorization or approval that may be required pursuant to existing State statutes. Specifically, it appears that you may require authorization from the New York State Department of Environmental Conservation (DEC). Please contact the DEC region 4 office to determine if their authorization is required.



When communicating with us regarding this matter, please contact Gary Haight at (518) 474-6000 (e-mail: Gary.Haight@dos.ny.gov) and refer to our file #F-2015-0155.

Sincerely,



Jeffrey Zappieri
Supervisor, Consistency Review Unit
Office of Planning and Development

JZ/GH/dc

cc: COE/New York District – Jodi McDonald (NAN-2014-00111-USH)
DEC/Region 4 – Nancy Baker (#4-3817-00139/00001)

**RESOLUTION SUPPORTING THE APPLICATION BY THE CITY OF TROY FOR A
DOWNTOWN REVITALIZATION INITIATIVE GRANT**

WHEREAS, the State of New York has initiated an investment grant program entitled the Downtown Revitalization Initiative (“DRI”); and

WHEREAS, pursuant to DRI program, the State will invest \$10 million in each of ten communities across the State that are considered to be ripe for development into communities where people will want to live, work and raise families; and

WHEREAS, each Regional Economic Development Council will nominate one downtown area in its region deemed to be best positioned to take advantage of the DRI grant based on certain criteria; and

WHEREAS, based upon a review of the program criteria, the City appears to well positioned to meet the applicable criteria and to compete for the DRI grant within our region; and

WHEREAS, one of the criteria to be considered is the presence of sufficient local community and public official support to develop and implement a strategic investment plan.

NOW, THEREFORE, BE IS RESOLVED that the City Council of Troy strongly supports an application by the City seeking a \$10 million DRI grant to develop and implement a strategic investment plan, for the Downtown Area.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

The State of New York is launching a new economic development program aimed specifically in assisting in the revitalization and growth in Downtown Areas which the City of Troy is interested in pursuing. The program is entitled the Downtown Revitalization Initiative (DRI) and it is sponsored by the State Office of Planning and Development and the Office of Homes and Community Renewal. Through this program will invest \$10 million in each of 10 communities across the State.

The DRI program is aimed at encouraging specific communities to secure additional public and private investment with in Downtown areas or in close proximity such areas. This program seeks to build upon economic growth spurred by Gov. Cuomo's Regional Economic Development Councils (REDC).

The way in which the program work is that each REDC will nominate one Downtown in its region that it deems to be best suited to take advantage of the DRI program based upon an evaluation of several criteria. In the case of Troy, the decision will be made by the Capital Region EDC. In reviewing the applicable criteria, it appears that the City is well-positioned to compete for the DRI investment.

One of the applicable criteria is that the applicant has sufficient local community and public official support to develop and implement a strategic investment plan. To that end, a resolution from the City Council in support of the City's application for the DRI program would be most helpful to the City's application efforts.

City of Troy's Grant Application to the New York State Downtown Revitalization Initiative (DRI)

The City of Troy seeks to submit a grant application for a \$10 million Downtown Revitalization Initiative (DRI) grant due June 1, 2016. The following information is cited from the official grant guide and template.

Description

The DRI will invest \$10 million in each of 10 communities across the State ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families. The program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs).

Once municipalities are selected, private sector experts and planners from the Department of State (DOS), with support from other state agencies, will assist municipalities in building strategic investment plans and identifying key projects consistent with the DRI's program goals. The cost for this planning, up to \$300,000, will come out of the \$10 million grant award.

Downtown Identification

Each REDC will nominate one downtown in their region best positioned to take advantage of the DRI. REDCs will weigh, at a minimum, the criteria below when nominating downtowns:

- 1) Downtowns should be compact, with well-defined boundaries.
- 2) The municipality, or the downtown's catchment area, should be of a size sufficient to support a vibrant, year-round downtown.
- 3) Downtowns should be selected that are able to capitalize on prior, or catalyze future, private and public investment in the neighborhood and its surrounding areas.
- 4) A crucial part of the selection of a downtown is the recent or impending job growth within, or in close proximity to, the downtown.
- 5) The downtown must be an attractive and livable community for diverse populations of all ages, including millennials and skilled workers.
- 6) The downtown should already embrace or have the ability to create and implement policies that increase livability and quality of life.
- 7) Downtowns must have sufficient local community and public official support in order to develop and implement their strategic investment plan. Local leaders and stakeholders who are committed to working together on a plan and the initial local lead should be identified.

Additional information:

<http://regionalcouncils.ny.gov/content/capital-region>



NEW YORK
STATE OF
OPPORTUNITY

Regional Economic
Development Councils



Capital Region Downtown Revitalization Initiative



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Office of Planning
and Development



NEW YORK
STATE OF
OPPORTUNITY

Homes and
Community Renewal

Governor Andrew M. Cuomo

DOWNTOWN REVITALIZATION INITIATIVE

Description

The Downtown Revitalization Initiative (DRI) will invest \$10 million in each of 10 communities ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families. The program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs).

Cesar A. Perales has been designated Chairman to lead the initiative. Private sector experts and planners from the Department of State (DOS), with support from other state agencies, will assist selected municipalities in building strategic investment plans and identifying key projects consistent with the DRI's program goals.

Downtown Identification

Each REDC will nominate one downtown in their region best positioned to take advantage of the DRI. The REDCs will use a template to nominate downtowns by June 30, 2016. The REDC may utilize an existing subcommittee or form a specific subcommittee to advance this project. The REDC may gather public input on downtowns under consideration.

REDCs will weigh, at a minimum, the criteria below when nominating downtowns:

- 1) Downtowns should be compact, with well-defined boundaries. There is no minimum or maximum size for downtowns. Downtowns can range from a corridor or block(s) of a neighborhood to the municipality's traditional central business district. However, core neighborhoods beyond the central business district are also eligible. For example, an arts or entertainment district could be the focus of the DRI, however, it should be shown how these areas complement existing downtowns.
- 2) The municipality, or the downtown's catchment area, should be of a size sufficient to support a vibrant, year-round downtown. In analyzing this, REDCs should consider whether there is a sizeable existing or increasing population within easy reach for whom this would be the primary downtown destination.
- 3) Downtowns should be selected that are able to capitalize on prior, or catalyze future, private and public investment in the neighborhood and its surrounding areas. When evaluating a downtown for nomination, the REDCs should consider:
 - o The presence of nearby investments planned or undertaken through the REDCs or with other public or private funding;
 - o Continuity with the REDC's previously articulated vision for the area/region and consistency with recent planning efforts for the area;
 - o The existence of developable properties within the downtown, including properties that can be utilized for affordable housing;

- The growth potential and community involvement of anchor institutions in or near the downtown;
 - The municipality's current investment commitment to the downtown, including through business improvement districts or partnerships with non-profits;
 - The ability of existing infrastructure to support development of the downtown, and the potential to maximize recent infrastructure upgrades;
 - Application of Smart Growth principles; and
 - Investments in arts and cultural institutions and activities.
- 4) A crucial part of the selection of a downtown is the recent or impending job growth within, or in close proximity to, the downtown. The attraction of professionals to an active life in the downtown will support redevelopment and make growth sustainable in the long-term. In evaluating job growth near the downtown, REDCs should consider:
- The presence of major job-creating projects and initiatives near the downtown;
 - The existence of new and expanding employers;
 - Whether new and existing jobs are accessible from the downtown by foot or via public transit; and
 - The diversity in area job opportunities, with different salaries/entry levels and potential for mobility between jobs.
- 5) The downtown must be an attractive and livable community for diverse populations of all ages, including millennials and skilled workers. In evaluating this, REDCs should consider whether the downtown contains, or could contain, the following physical properties and characteristics:
- Developable mixed-use spaces;
 - Housing at different levels of affordability and type;
 - Commercial and retail main street businesses, including healthy and affordable food markets;
 - Multi-modal transit;
 - Walkability and bikeability, within the downtown and connecting the downtown to surrounding open space networks and regional destinations;
 - Accessible recreation amenities, parks and gathering spaces;
 - Access to health care facilities;
 - Cultural and entertainment amenities; and
 - Broadband accessibility.
- 6) The downtown should already embrace or have the ability to create and implement policies that increase livability and quality of life, including through:
- Downtown plans;
 - Modern zoning and parking standards;
 - Management structure, such as a Downtown Manager or Downtown Business Improvement District;
 - Complete Streets plans and laws;
 - Transit-oriented development;
 - Land banks;
 - Energy-efficiency;
 - Smart Cities innovation; and
 - An inclusive environment for New Americans.

- 7) Downtowns must have sufficient local community and public official support in order to develop and implement their strategic investment plan. Local leaders and stakeholders who are committed to working together on a plan and the initial local lead should be identified.

Strategic Investment Plans

DOS will rapidly launch the DRI Fast Track Planning Initiative in July 2016 following certification of 10 downtowns. The communities will enjoy technical support from both state and private sector planning experts and a locally established committee. Private sector planning experts will be paid out of the \$10 million awards (up to \$300,000 per community), with the remainder of the award utilized to implement the plan. For downtowns that identify a need for healthy and affordable food markets, up to \$500,000 of implementation funding will be available statewide for projects that are consistent with the Healthy Food/Healthy Communities Initiative.

The strategic investment plans will examine local assets and opportunities to build a vision for revitalization unique to that downtown. The plans will include identification of economic development, transportation, housing, and community projects that align with that vision and can be leveraged for additional investment.

Work on the strategic investment plans will be overseen by a local DRI Planning Committee. This committee should include representatives from a number of the following interest groups and organizations:

- The REDC for the municipality's region;
- Local and regional government officials;
- Neighborhood associations, homeowners, and renters;
- Property owners, local developers, and realtors;
- Chambers of commerce, local business associations, and business owners;
- Community foundations and community loan funds;
- Local development corporations, housing corporations, Industrial Development Agencies, and business improvement districts;
- Cultural institutions, including museums, historic sites, theaters, etc.;
- Educational institutions, including administrative and student leadership of area universities and colleges;
- Local non-profit and advocacy organizations that address quality of life (i.e. bicycle coalitions, park conservancies, arts organizations, YMCA, etc.);
- Social and public service organizations (local police, health care providers, etc.); and
- Faith-based organizations.

While strategic investment plans will be individualized to ensure sustainable growth in each unique downtown, fundamental goals include:

- 1) Creation of an active, desirable downtown with a strong sense of place;
- 2) Attraction of new businesses (including "Main Street" businesses), high-paying jobs, and skilled workers;
- 3) Arts and cultural attractions;
- 4) A diverse population, with residents and workers supported by complementary housing and employment opportunities;
- 5) An enhanced local property tax base; and
- 6) Amenities to support and enhance downtown living and quality of life.

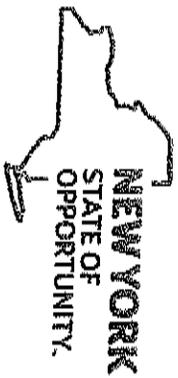
Strategic investment plans will also consider, as appropriate for each community, the municipality's ability to create or improve these elements of the selected downtown, through policies as well as specific projects:

- Proximity and accessibility to daily destinations - particularly jobs and different housing types;
- Density in the downtown - compact zoning and building;
- Diversity in land uses and a zoning code enabling a mix of uses;
- Transit-oriented development with access to reliable public transit (within ½ mile of the downtown);
- Walkability/bikeability;
- Sustainable, energy-efficient development that aligns with the goals of the State Energy Plan;
- Smart Cities innovations that lower local government costs while improving municipal service delivery;
- Presence of and collaboration with anchor institutions in or near the downtown;
- Existence of healthy and affordable food markets;
- Accessible parks, public gathering spaces, and entertainment amenities;
- Inclusiveness of New Americans; and
- Demonstrations of support from key stakeholders and local capacity for implementation.



**Regional Economic
Development Councils**

A Division of Empire State Development



**Office of Planning
and Development**

Governor Andrew Cuomo's

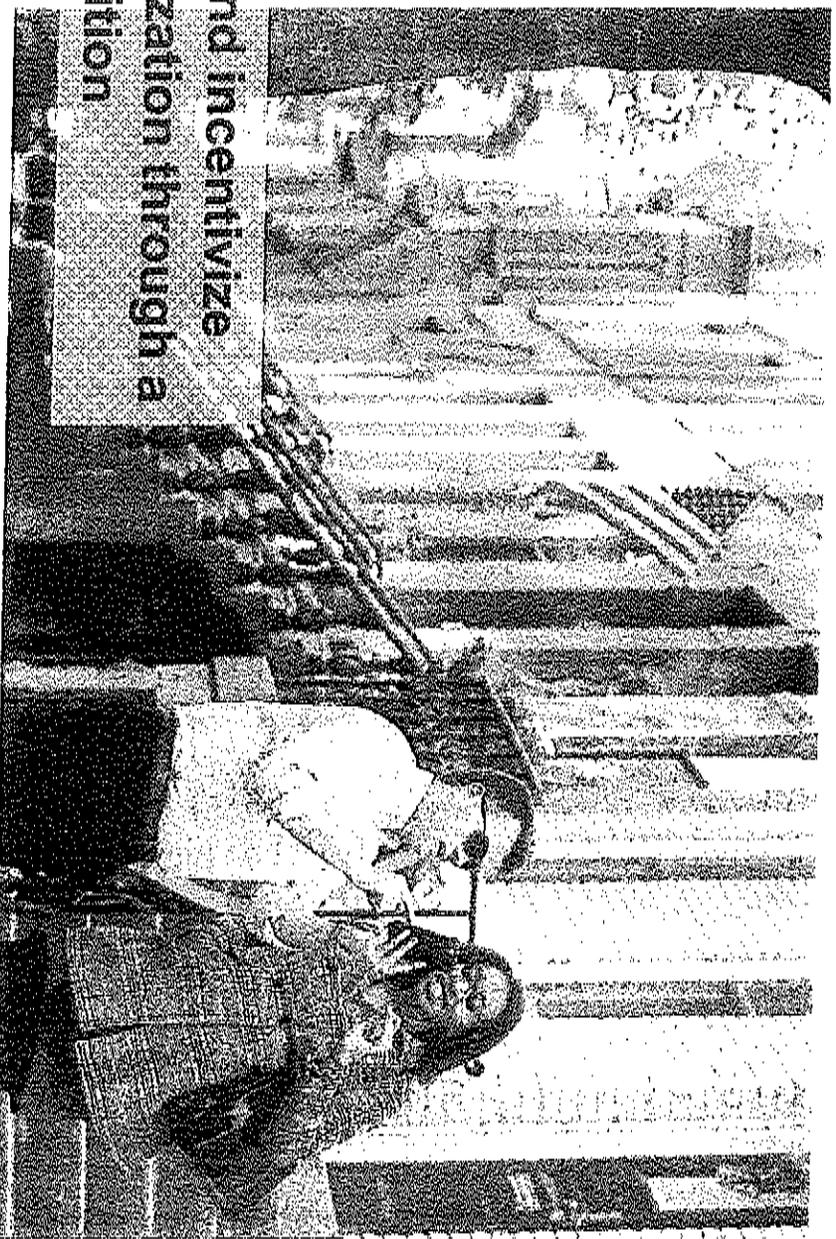
Downtown Revitalization Initiative

An Office of the New York Department of State

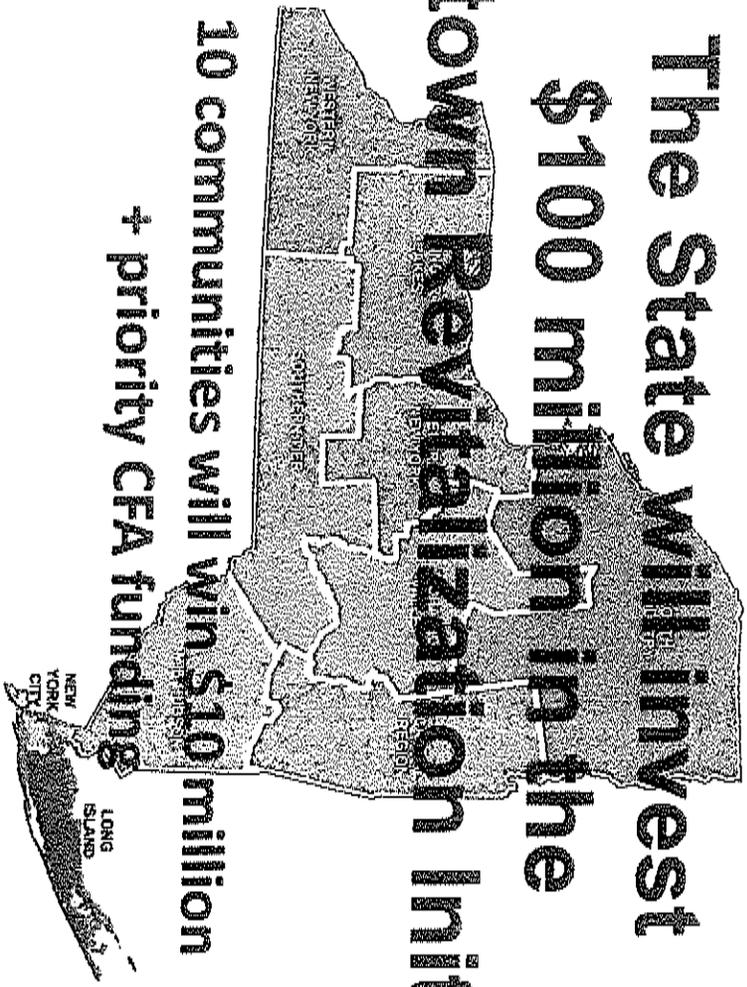
May 13, 2016

**Urban centers
are where young
people and jobs
are moving –
they're a catalyst
for economic
growth**

**We will catalyze and incentivize
downtown revitalization through a
statewide competition**



The State will invest \$100 million in the Downtown Revitalization Initiative



10 communities will win \$10 million
+ priority CFA funding

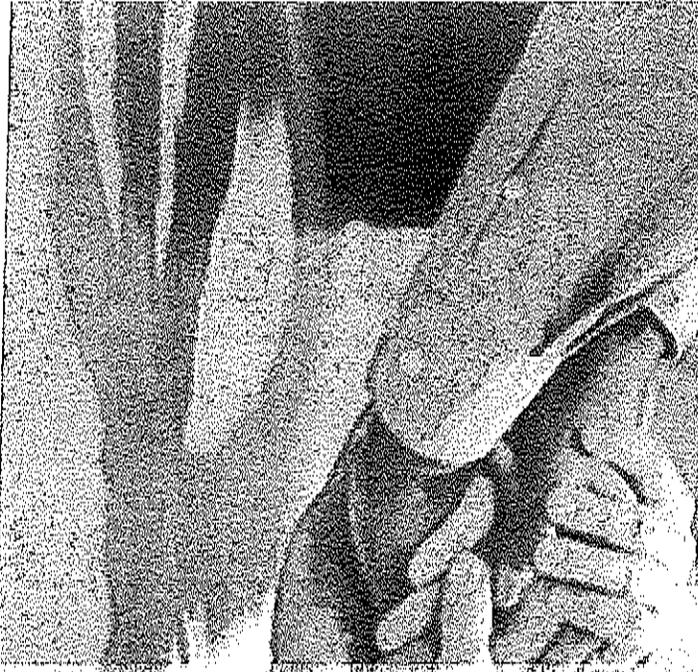


Office of Planning
and Development



Homes and
Community Renewal

Together, we will create downtowns with...



- A strong sense of place
- Diverse new businesses, high-paying jobs, and skilled workers
- Arts and cultural attractions
- A diverse population, with residents and workers supported by affordable housing and employment opportunities
- Enhanced local property tax base
- Amenities to support and enhance downtown living and quality of life

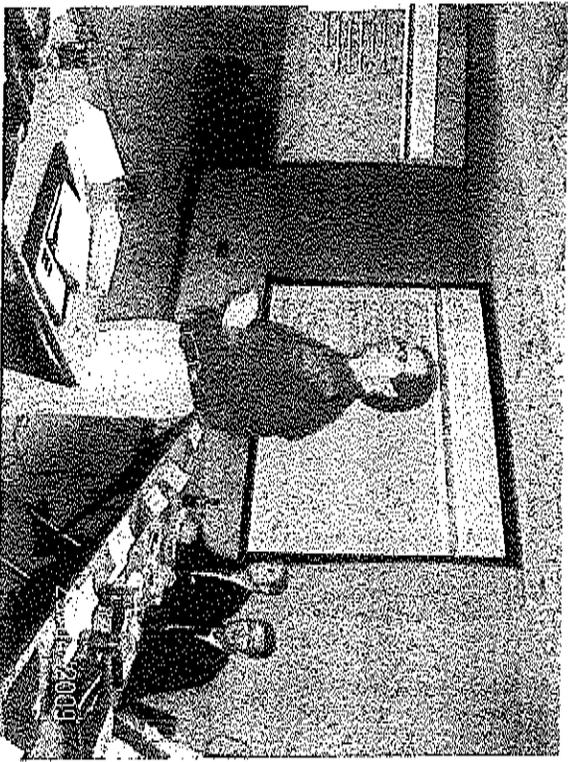


Office of Planning
and Development



Homes and
Community Renewal

**The State will bring in
urban planning experts
to build a strategic
investment plan and
identify projects that
implement the plan**

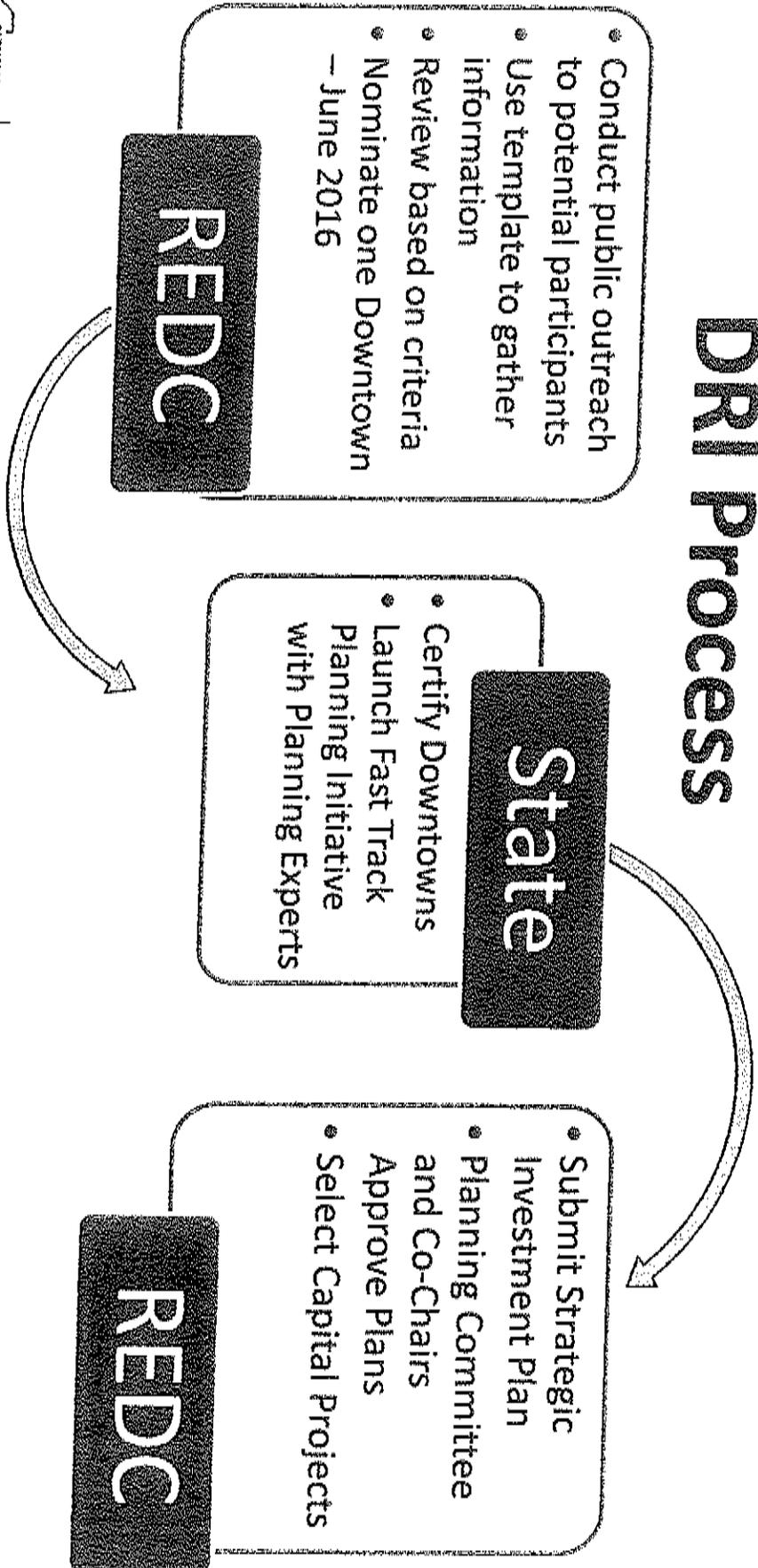


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Homes and
Community Renewal

DRI Process



Office of Planning and Development



Homes and Community Renewal

Public Outreach in a Transparent Process

Consider holding public outreach meetings as part of regular meetings or in a separate forum

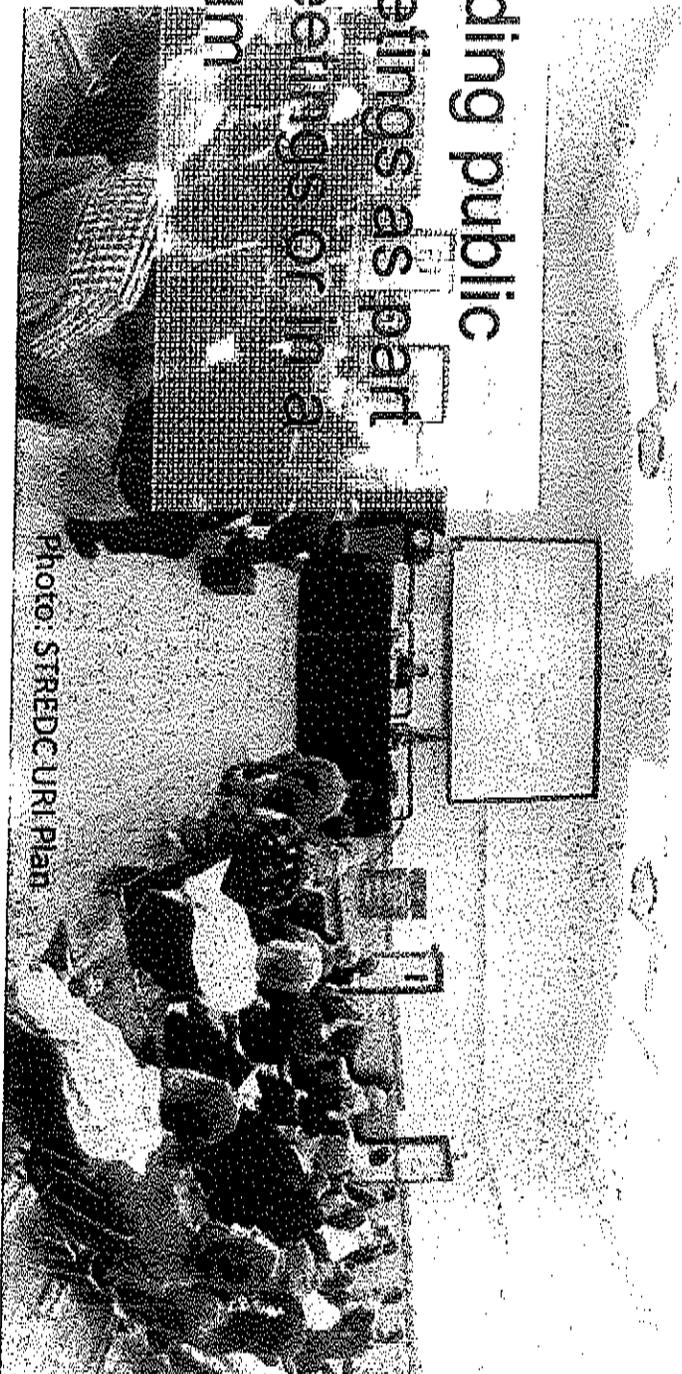


Photo: STREDC URI Plan



Office of Planning and Development



Homes and Community Renewal

Gather Information

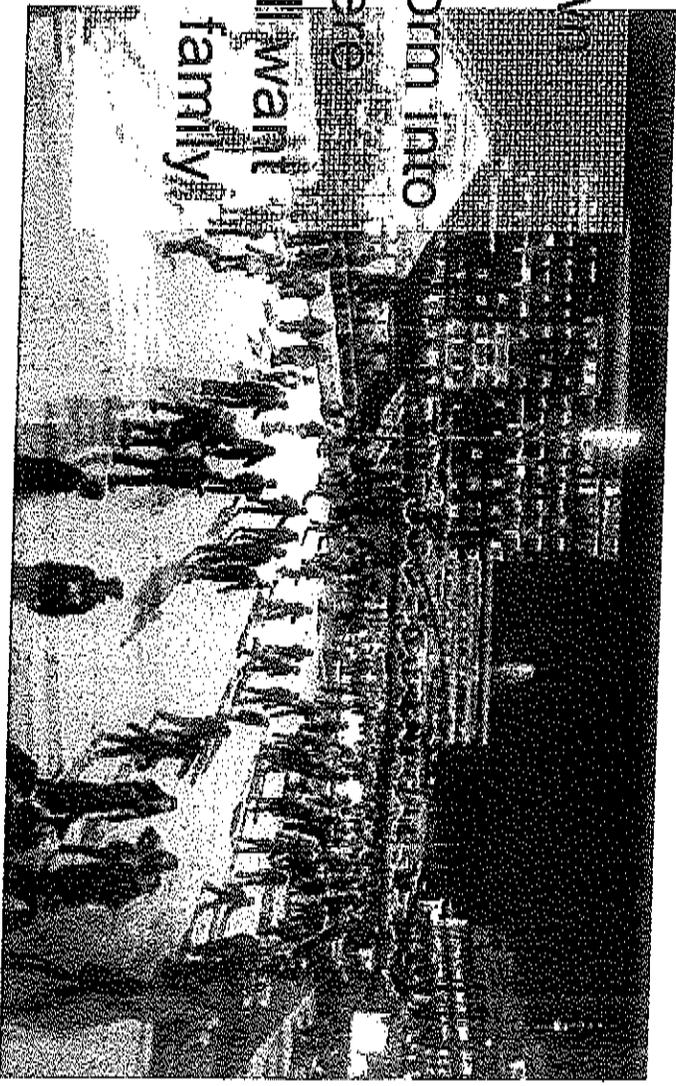
Submissions must:

- Describe the downtown
- Define the boundaries of the downtown neighborhood
- Explain why the neighborhood should be chosen
- Identify how the downtown neighborhood meets criteria

Use Template Provided

Review Submissions & Nominate a Downtown

Goal: Identify a downtown neighborhood ripe for redevelopment to transform into a vibrant community where tomorrow's workforce will want to live, work, and raise a family.



Evaluation Criteria

Selected Downtown should have:

1. Compact, Well-Defined Boundaries
2. Sufficient Population
3. Potential to Build on and Increase Public and Private Investment
4. Recent or Impending Job Growth
5. Characteristics that Increase Livability
6. Local Policies that Advance Revitalization
7. Community Support

Compact, Well-Defined Boundaries

- No minimum or maximum size
- Can range from a corridor or block(s) of a neighborhood to the municipality's traditional central business district
- Core neighborhoods beyond the central business district are also eligible

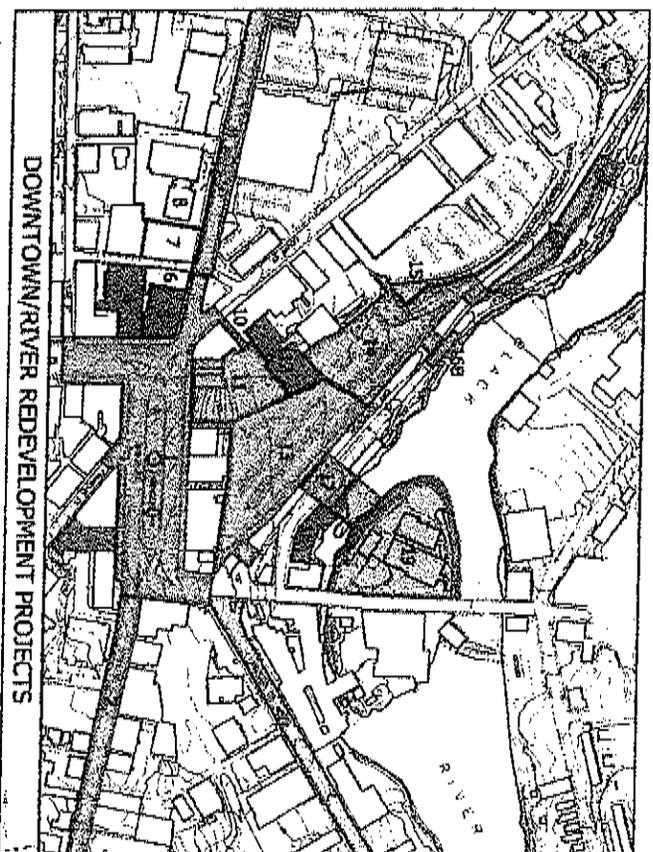


Image: Watertown Market Pavilion Plan



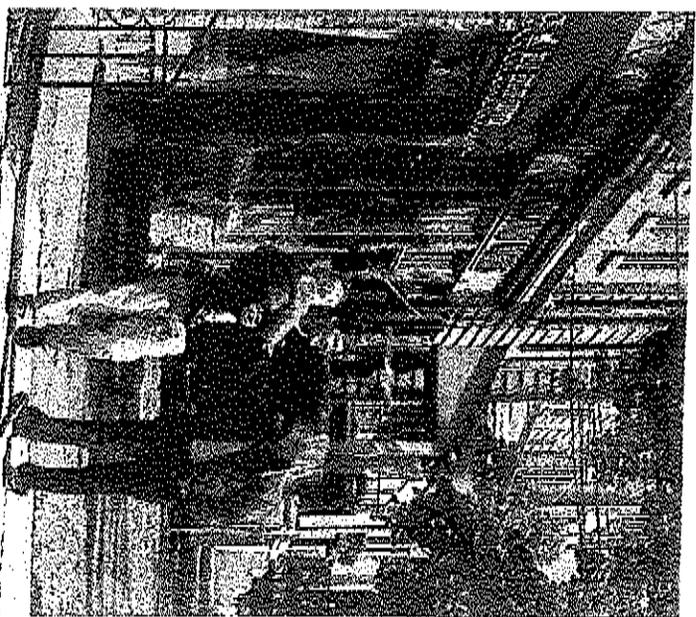
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Sufficient Population

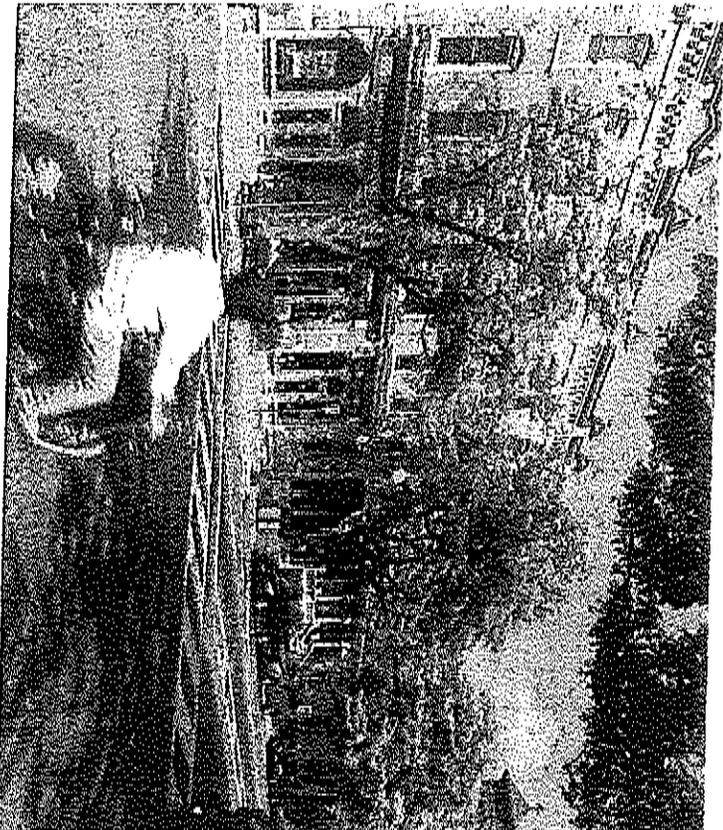
- Is there a sizeable existing or increasing population within easy reach for whom this would be the primary downtown destination?
- Can the local or regional population support a vibrant, year-round downtown?



Potential to Build On and Increase Private & Public Investment

- Nearby investments
- Continuity with REDC vision and recent area plans
- Developable properties
- Anchor institutions
- Current commitment to downtown
- Potential for affordable housing
- Existing infrastructure to support development
- Investment in arts and cultural institutions
- Support for Smart Growth principles

Recent or Impending Job Growth Nearby



- Presence of major job-creating projects
- New and expanding employers
- Accessibility of jobs by foot or public transit
- Diversity in job types, salaries, & skill levels
- Potential for mobility between jobs

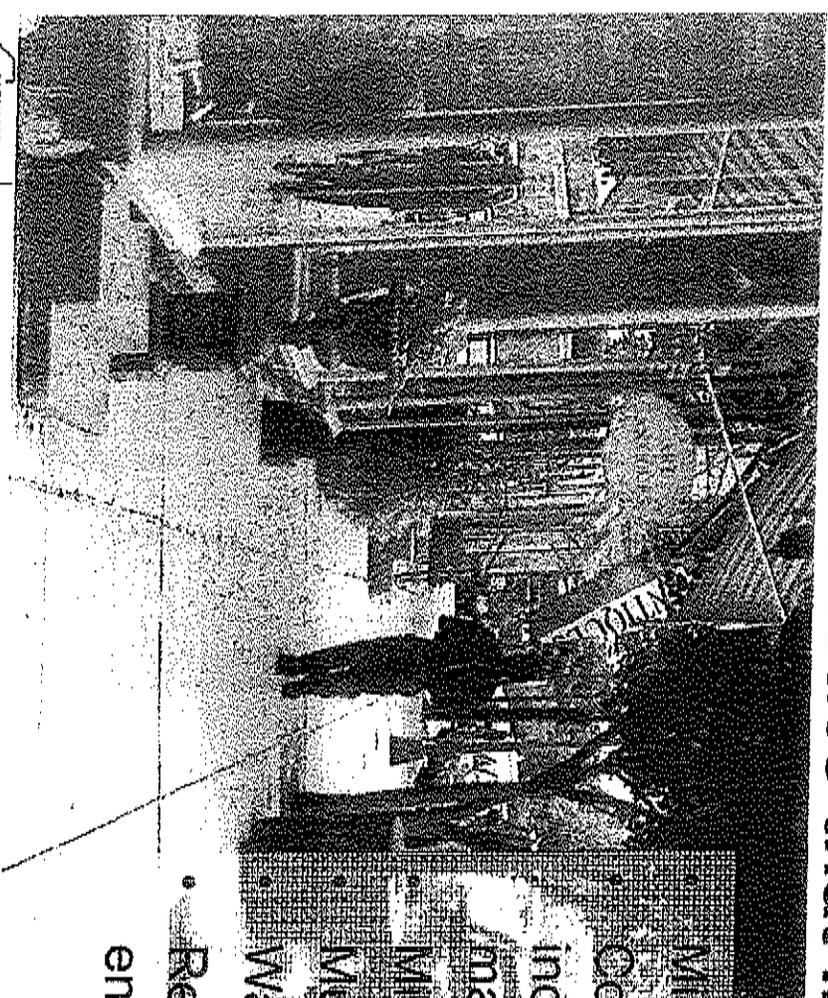


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Homes and
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Characteristics that Increase Livability



- Mixed-use spaces
- Commercial & retail businesses, including healthy and affordable food markets
- Mix of housing types and costs
- Multiple means of transportation
- Walkable/bikeable pathways
- Recreational, cultural, and entertainment amenities

Local Policies that Advance Revitalization

Modern zoning and parking standards

Business Improvement District or Downtown Manager

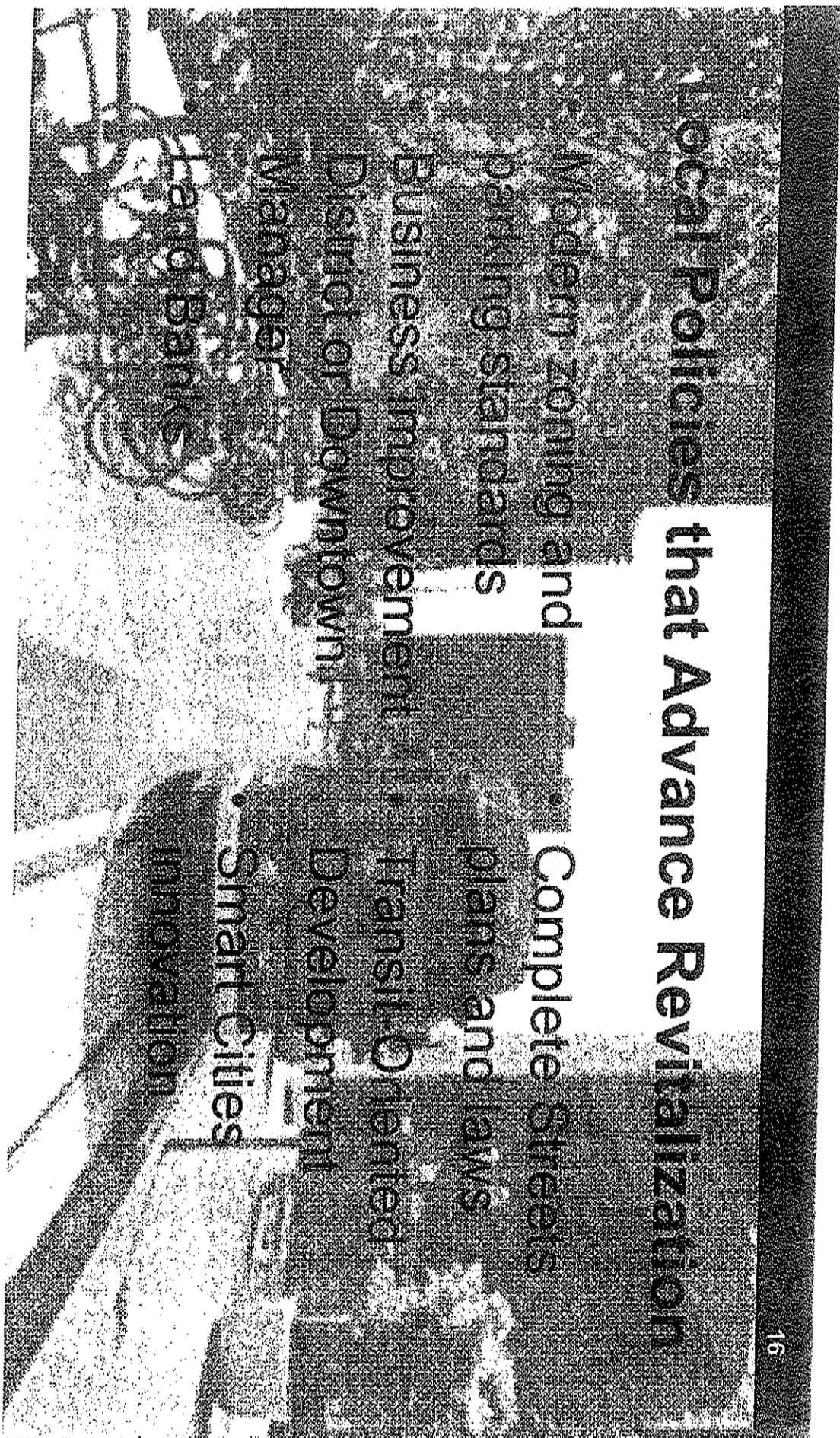
Fund Banks

Complete Streets plans and laws

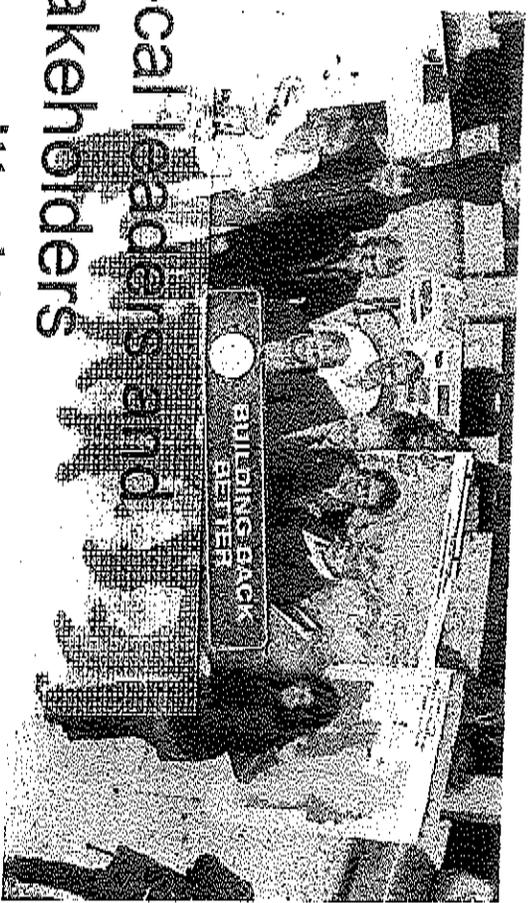
Transit-Oriented Development

Smart Cities

Innovation



Community Support



Local leaders and stakeholders committed to working together on a plan

PLANNING FOR RESIDENTS TO ENGAGE THE COMMUNITY IN DEVELOPMENT

120 **Public Outreach**
Engage the community through public meetings, open houses, and other public events. Consider the impact of the project on the community and the environment.

121 **Important Things to Consider**
Identify the key issues and concerns of the community. Consider the impact of the project on the community and the environment.

122 **Public Participation**
Engage the community through public meetings, open houses, and other public events. Consider the impact of the project on the community and the environment.

Fast Track Planning Initiative

- Develop strategic investment plans
- Led by Local Planning Committees
- Technical support from state and private sector experts
- Plans approved by REDC and Local Planning Committees

Private Sector
Planning Experts
will be paid out of
\$10M award
(up to \$300K)



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and Development



Homes and
Community Renewal

DRP Planning Committees

Members may include:

- REDC members
- Local & regional officials
- Neighboring residents
- Property owners and local developers
- Business owners
- Local housing corporations and financial institutions
- Local non-profit and advocacy organizations
- Cultural institutions
- Educational institutions
- Community and faith-based organizations

Planning Experts Help Draft Downtown Plans



- Assets and opportunities
- Vision for revitalization of the downtown
- Projects that align with the vision and will leverage additional investment:
 - ✓ Economic development
 - ✓ Transportation
 - ✓ Housing
 - ✓ Community projects



NEW YORK STATE DEPARTMENT OF PLANNING AND DEVELOPMENT



NEW YORK STATE DEPARTMENT OF HOMES AND COMMUNITY RENEWAL

Next Steps

- June 2016 – Nominate
Downtowns
- Summer 2016 – Planning
Experts work with Local
Planning Committees



NEXT



**Office of Planning
and Development**



**Homes and
Community Renewal**

Thank you



Office of Planning
and Development



Homes and
Community Renewal

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A RELEASE AND WAIVER OF EASEMENT TO ROSENBLUM COMPANIES

WHEREAS, THE City of Troy ("City") had obtained an easement from the Troy Publishing Company in 1999 to facilitate the implementation of the Broadway Plan; and

WHEREAS, the aforesaid easement relates to a small area adjacent to the corner of Sixth Ave. and Broadway; and

WHEREAS, in connection with the ongoing economic recovery of Downtown Troy, the Rosenblum Companies have proposed a development project involving the existing Troy Record building; and

WHEREAS, City Planning Commission has approved the proposed project that will consist of a rehabilitation of the Troy Record Building into first floor commercial space and 25 apartments and a large addition to the existing building that will provide 76 apartments and a 24 car parking garage; and

WHEREAS, the project as designed will occupy the entire parking lot area behind the existing Record Building including the aforesaid easement area and the developer has requested the City to release its easement in order to facilitate the development of the project; and

WHEREAS, the easement is of limited value to the City and the City wishes to assist in the development of this project as it will provide a substantial addition to the availability of market-rate apartments in the Downtown area and will enhance the economic vibrancy of the Downtown area with the presence of a significant number of additional persons residing at this apartment project as well as attractive commercial space; and

WHEREAS, it appears to be in the best interests of the City to release and waive the aforesaid easement; and

NOW, THEREFORE, IT IS RESOLVED that the Mayor is authorized to execute and deliver to the Rosenblum Companies a Release and Waiver of the aforesaid easement substantially in the form as is attached hereto.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

In 1999, the City acquired an easement for the Troy Publishing Company in connection with the implementation of the Broadway Plan. The easement encompassed a small area located at the northeast corner of parking lot behind the Record Building adjacent to the intersection of Sixth Avenue and Broadway. At the current time, the easement area is occupied by small public notice board with a map of Downtown on it, two benches and an outdoor trash receptacle.

The City has received a request from the Rosenblum Companies for a release of this easement. The developer has received Planning Commission approval for the Record Building project. The project is a significant one. The project consists of the rehabilitation of the existing Troy Record Building into commercial space on the first floor and 25 apartments. In the current parking lot area behind the Troy Record building, the project will involve the construction of a large addition that will occupy the entire parking lot area and will contain 78 apartments and a 24 car parking garage. As designed, the addition will occupy the entire footprint of the parking lot including the area where the easement is located.

The project is a desirable addition to Downtown Troy. Upon completion, it will add 101 market-rate apartments to the housing stock in the Downtown area. Residents of these apartments, who will be living Downtown, will likely provide a significant addition to the economic vitality of the Downtown area. The project will also be a very positive addition to the east side of the Downtown area that has lagged in development.

Construction work on the project is under way. Remediation work has started on the Troy Record building. Given the limited extent and use of the easement and the potential positive impact of this project, it appears to be in the best interests of the City to release this easement to assist in the construction of the project.

KNOW ALL MEN BY THESE PRESENTS,

That THE CITY OF TROY, NEW YORK, a municipal corporation of the State of New York, does hereby **WAIVE AND RELEASE** all the provisions of an **EASEMENT** dated March 8, 1999 and recorded March 12, 1999 in the Rensselaer County Clerks' Office in Book 132 at Page 708. Said Easement was executed by Troy Publishing Company; Grantor and City of Troy, New York; Grantee.

IN WITNESS WHEREOF, said City has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this day of May Two-Thousand Sixteen.

THE CITY OF TROY, NEW YORK

By: _____
Wm. Patrick Madden, Mayor

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the day of May, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared WM. PATRICK MADDEN, personally known to be 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 the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Please Record and Return to:
City Hall
Corporation Council
433 River Street, Suite 5001
Troy, NY 12180

52



EASEMENT

THIS AGREEMENT, made the 8th day of March, 1999 between the TROY PUBLISHING COMPANY, a corporation, with offices located at 501 Broadway, Troy, New York (hereinafter referred to as "Grantor") and the CITY OF TROY, NEW YORK a municipal corporation established under the laws of the State of New York, with offices at City Hall, One Monument Square, Troy, New York, (hereinafter referred to as "Grantee"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, given by the Grantor to the Grantee, the receipt of which is herein acknowledged, hereby grants, bargains, sells and conveys to grantee the following:

WITNESSETH

FRANK J. [unclear]
MAY 12 2 50 PM '99
RENSSELAER COUNTY CLERK

WHEREAS, the Grantee, as part of its Broadway Corridor project, will make the following changes: removing the chain link fence and replacing it with ornamental fencing, construction of Broadway gateway plaza with City Directory and benches, improvements of existing landscaping; and

WHEREAS, the extension of the project will include a section running through the Grantor's property more particularly described in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, on completion of said work, the Grantee will need access for the purposes of cleaning and maintaining the subject property; and

WHEREAS, the easement shall be exclusively used to cross and re-cross the lands of the Grantor for public recreational use, limited to pedestrian and non-motorized traffic. Motorized vehicles are permitted only on easement for maintenance of said easement;

NOW, THEREFORE, the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant to the Grantee a perpetual easement in and to such of the Grantor's land hereby described for purposes of constructing, maintaining, repairing and/or replacing parts of the Broadway Corridor project; and

THAT, the Grantor further grants to the Grantee an easement in favor of the general public to use said land as part of the Broadway Corridor project; and

THAT the Grantor expressly reserves the right to cross and re-cross said easement at such locations and for such purposes as may be necessary in the Grantor's sole discretion for the operation of its business and said easement shall not interfere with Grantor's access to the property for any purpose whatsoever; and

0132 0708



THAT the Grantee agrees to exercise due care and diligence in the rights and privileges herein granted to it; and

THAT the Grantee further agrees to indemnify and hold harmless the Grantor from any and all liability, including attorneys fees, arising from any claim by any person or entity for personal injury, property damage or any other consequences arising from any act or omission of the Grantee, its agents, employees or assigns; and

THAT this easement may only be assigned or transferred to a not-for-profit corporation or a government entity on notice to the Grantor; and

THAT the Grantee agrees to maintain in full force and effect a policy of liability insurance covering the premises, with limits of liability no less than 1 million dollars and naming the Grantor as an additional insured and to provide the Grantor annually with evidence of same; and

THAT, in addition, Grantee agrees to require that any contractor or other person or entity performing construction work on the premises name Grantor as an additional insured on all insurance coverages to the same extent and in the same liability limits as Grantee requires for itself from said person or entity and to provide evidence of said coverage prior to the time any such construction work has begun for the premises; and

THAT if the Grantee shall fail in its obligation to maintain said policy(s) of liability insurance then the Grantor shall have the right to purchase said coverage in substantially the same form as the grantee had previously held and to charge the Grantee with the costs of same; and

THAT this agreement shall run with the land and bind the parties hereto, their successors, heirs and assigns; and

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE CITY OF TROY, NEW YORK

By: Mark P. Pattison
Mark P. Pattison, Mayor

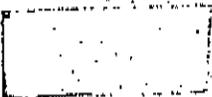
TROY PUBLISHING COMPANY
By: Ed Cundra
Ed Cundra

RECORDED
FRANK J. AMENDOLA
Rensselaer County Clerks Office

MAR 12 1999

Frank J. Amendola

0132 0709



STATE OF NEW YORK
COUNTY OF RENSSELAER

SS:

On this 10th day of *March* 1999, before me personally came
MARK P. PATTISON

to me known, who, being by me duly sworn, did depose and say that he resides at
3 Sycamore Place, Troy, New York; that he is the Mayor of the City of Troy, New York,
the municipal corporation described in and which executed the foregoing instrument; that
it was so executed pursuant to the authority given to him by the Troy City Council; and
he signed his name by like order.

EVA EPPERUM
Notary Public, New York
Reg. # 02810616 2.83
Residing in Rensselaer County
Commission Expires: 11/12/00
Eva Epperum
Notary Public

STATE OF NEW YORK
COUNTY OF RENSSELAER

SS:

On this 9th day of *March* 1999, before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at
301 Broadway, Troy, NY; that he is the
Subsidiary of the TROY PUBLISHING COMPANY, the
corporation described in and which executed the foregoing instrument; that it was so
executed pursuant to the authority given to him by the members of the Board of Directors
of said corporation; and he signed his name by like order.

Eva Epperum
Notary Public

2721
~~2721~~
RECEIVED
\$ 2,000.00
REAL ESTATE
MAR 10 1999
TAX & REVENUE
RENSSELAER
COUNTY, NY

01320710

SCHEDULE A

All that certain piece of parcel of land situate in the City of Troy, County of Rensselaer and State of New York being more particularly bounded and described as follows:

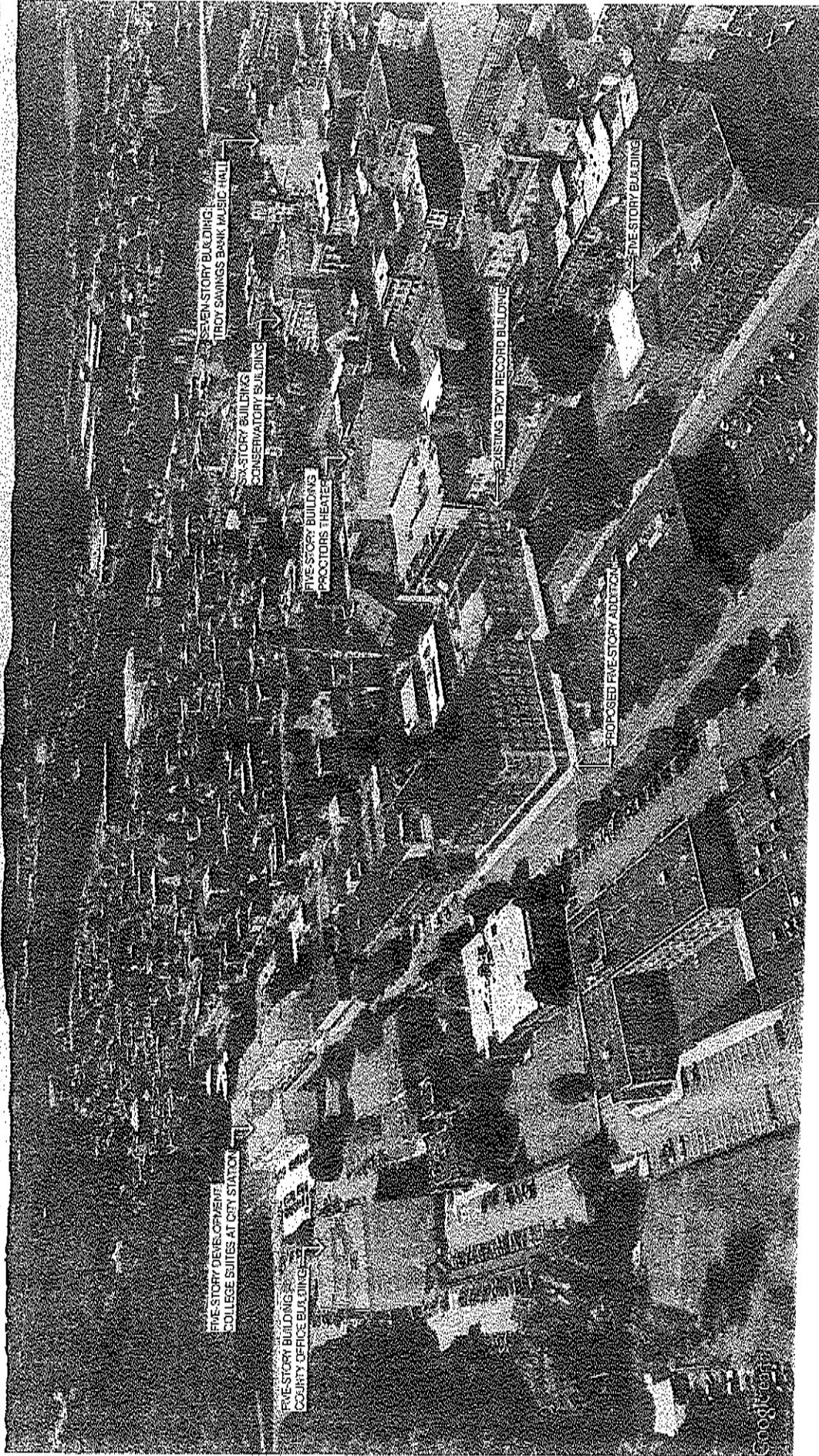
Beginning at point located on the northwesterly street boundary of Sixth Avenue at its intersection with the southwesterly street boundary of Broadway; thence South $24^{\circ}51'32''$ West, along said street boundary of Sixth Avenue, a distance of 57.42 feet to a point; thence through lands of the Troy Publishing Co., Inc., reputed, the following ten (10) courses and distances:

- (1) North $65^{\circ}08'28''$ West, a distance of 11.47 feet to a point; thence
- (2) North $24^{\circ}51'32''$ East, a distance of 26.17 feet to a point; thence
- (3) North $65^{\circ}21'28''$ West, a distance of 18.00 feet to a point; thence
- (4) North $24^{\circ}51'22''$ East, a distance of 17.75 feet to a point; thence
- (5) North $65^{\circ}31'28''$ West, a distance of 47.50 feet to a point; thence
- (6) North $63^{\circ}10'39''$ West, a distance of 24.41 feet to a point; thence
- (7) North $65^{\circ}31'28''$ West, a distance of 16.50 feet to a point; thence
- (8) North $24^{\circ}28'32''$ East, a distance of 4.67 feet to a point; thence
- (9) North $65^{\circ}31'28''$ West, a distance of 34.25 feet to a point; and
- (10) North $24^{\circ}28'32''$ East, a distance of 5.75 feet to a point on the aforesaid southwesterly street boundary of Broadway; thence South $65^{\circ}31'28''$ East, along same, a distance of 152.13 feet to the point of beginning, containing 2,350 square feet of land more or less.

Return to:
Eva Barstow
Dept. of Law
City of Troy
One Monument Sq.
Troy, N.Y. 12180

0132 0711

Rosenblum



Kevin.Glasheen

From: Andrew.Petersen
Sent: Thursday, May 12, 2016 10:02 AM
To: Kevin.Glasheen
Subject: 501 Broadway

In February 2016 the Planning Commission in a coordinated review with the Historic Review Committee approved the rehabilitation of the Troy Record Building and the construction of a large scale addition. The proposal consists of a plan to occupy the vacant 50,000SF Troy Record building as a mixed use development with 25 apartments and ground floor commercial space, built to suite, and the construction of a 95,000SF L shaped addition in the existing parking lot area comprised of 76 apartments and a 24 car parking garage. A glass atrium will act as a connector between the 2 structures. The remaining area of surface parking lot will be repaved and continued to be used as parking.

Andrew K. Petersen

Andrew K. Petersen

Zoning Compliance

City of Troy Planning Department

433 River Street

Troy, NY 12180

518.279.7168 office

518.470.5543 cell

518.270.4626 fax

andrew.petersen@troyny.gov

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT WITH
GREENMAN-PEDEERSEN, INC. RELATING TO BIKEWAY EXTENSION**

WHEREAS, the City of Troy ("City") has been pursuing the creation of an extensive bicycle and pedestrian corridor in the City for many years; and

WHEREAS, the City had previously developed the Uncle Sam Bikeway that terminated at its south end at Middleburgh Street; and

WHEREAS, the City has more recently been seeking to extend the bikeway from the terminus of the Uncle Sam Bikeway at Middleburgh Street to the former Burden Ironworks at Burden Avenue, a distance of approximately 3.5 miles; and

WHEREAS, the project extending the bikeway is entitled the South Troy Riverfront Bikeway/Walkway; and

WHEREAS, the efforts to date have included evaluating various alternative routes and related right of way issues; and

WHEREAS, the project is now at the stage where the design activities on the project are scheduled to commence; and

WHEREAS, the architectural/engineering firm of Greenman-Pedersen, Inc., 80 Wolf Road, Suite 300, Albany, N.Y. 12205 has been selected to design the project;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to finalize and execute an Architectural/Engineering Consultant Agreement with the firm of Greenman-Pedersen, Inc. relating to the South Troy Riverfront Bikeway/Walkway substantially in accordance with the draft agreement attached to this resolution.

Approved as to form, May 13, 2016

Kevin P. Glasheen, Corporation Counsel

Memo In Support

Over a number of years, the City has been pursuing the creation of a Bikeway/Walkway trail that basically would run the entire length of the City. The initial phase of that concept was the design and construction of the Uncle Sam Bike Trail which started at Northern Drive and terminated at Middleburgh Street, a distance of 3.5 miles. Earlier this year, the Council approved a receipt of a grant by the City to upgrade and improve the Uncle Sam Bike Trail.

More recently, the City has been pursuing the second half of the Bikeway/ Walkway concept. This project is entitled the South Troy Bikeway/Walkway. It will extend from Middleburgh St. To the Burden Iron Works at Burden Ave. a distance of 3.5 miles. Prior efforts included the evaluation of potential routes and acquisition of easements. The project is at the stage where the final route is to be identified and the new Bikeway/Walkway design to be completed. The architectural/engineering firm of Greenman-Pedersen, 80 Wolf Rd., Suite 300, Albany has been selected to accomplish those tasks and a consulting agreement needs to be put in place for the firm to commence its work on this phase of the project.

The projected PS & E date is anticipated to be in December 2016. The contract letting date is anticipated for February 2017 and construction completed by the fall of 2017. All funding expenditures have to occur before December 31, 2017.

EXECUTIVE SUMMARY

South Troy Riverfront Bikeway/Walkway and Burden Iron Works

This project will extend the existing pedestrian and bicycle corridor from its existing terminus at the end of the Uncle Sam Bikeway along Middleburgh Street, approximately 3.5 miles south to the Burden Iron works at Burden Avenue. Various treatments proposed will consist of and include possible combinations of the following:

- Separate shared use non-motorized trail
- Cycle Track
- Bike Lane – buffered
- Bike Lane – not buffered
- Shared, marked lane (sharrows)
- Signed bike route
- Bicycle boulevard and /or neighborhood greenway

This project originated from the the Troy Pedestrian and Bike Trail Program by the *Troy Architectural Program* ('TAP') and the Capital District Community Gardens in 1992. A grant was filed by 'TAP' and the City of Troy in 1999 and was approved in 2001. An original consultant was hired to complete preliminary design phases I through IV for the required state and federal permitting process. A Final Design Report (FDR) was prepared in November 2005 which identified the feasible alternative as consisting of construction of a 10 feet wide bikeway/walkway with some reductions in width to 8' minimum due to space constrictions. Several concerns with securing necessary ROW along with inflating construction costs have resulted in the the need to complete a re-evaluation of the feasible alternative. The scope of this project is to present a new feasible preferred alternative which utilizes existing city streets thru a combination of the treatments discussed above. This feasible alternative will result in decreased level of environmental impacts compared to the original alternative. It will be necessary based upon elapsed time and as required under the NYSDOT Re-Evaluation procedure to complete the NEPA process including a new ESA (Endangered Species) and PSP (Section 106) screenings.

Right-of-way and/or easements are not anticipated to be required for the project. Several of these ROW and easements were obtained prior and will be utilized during construction. If during the design process, it is determined that right of way and/or easements will become necessary, these services will be added as supplemental services.

The scope of services includes completion of Tasks 1 through 4, 6, 7 and 10. Tasks 8 and 9 (Construction Support and Inspection Services) and may be provided as part of a supplemental agreement. Task 5 (ROW) will be added as supplemental services if determined necessary.

The projected PS&E date is anticipated to be in December 2016. The letting date is anticipated for February 2017 and construction completion by the fall of 2017. All funding expenditures have to occur before December 31, 2017. This project is not currently on the Region One Regional Director's list.

D017225/PIN 1755.66
South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY

Architectural/ Engineering
Consultant Agreement

PIN (s) 1755.66 Municipal Contract No. _____

Agreement made this _____ day of _____ by and between

City of Troy

Having its office located at 433 River Street, Troy NY 12180
(The "City")

And

Greenman-Pedersen, Inc.

With its office located at 80 Wolf Road, Suite 300, Albany, NY 12205 (the
"Consultant," the "signatory" and the "prospective participant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the South Troy Riverfront Bikeway/Walkway and Burden Iron Works Museum (PIN 1755.66) (as described in detail in Attachment A annexed hereto, the "Project" or "PROJECT") the City has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the City has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the Project Manager for City of Troy, is authorized to enter this Agreement on behalf of the City,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** - Project Description and Funding
- **Attachment "B"** - Scope of Services and Fee

*D017225/PIN 1755.66
South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY*

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates and other services and deliverables more specifically described in Attachments "B"

2.2 The CONSULTANT shall ascertain the applicable practices of the City, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachments "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the City .

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the City shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

3.1 Cost Plus Fixed Fee Method	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the City. If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the City or its representative. Not to exceed the maximum allowable hourly rates of pay described in Attachments "B", "C" and "D" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the City. 	<ul style="list-style-type: none"> The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment "B", "C" and "D". Bills are subject to approval of the City and City's Representative.
Item II	<ul style="list-style-type: none"> Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. Salvage value 	
Item III	<ul style="list-style-type: none"> Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the City at the completion of the work or at the option of the City 		

D017225/PIN 1755.66

South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY

	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none">Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the City, NYSDOT, and FHWAFor the purpose of this Agreement, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the City for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.	<ul style="list-style-type: none">The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>138%</u>, in all events not to exceed <u>138%</u>, subject to audit.	
Item V	<ul style="list-style-type: none">Negotiated Lump Sum Fixed FeePayment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	<ul style="list-style-type: none">A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal <u>\$13,555</u>	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	<ul style="list-style-type: none">Maximum Amount Payable under this Method shall be <u>\$150,000.00</u>	

Consultant Agreement
April 8, 2016

D017225/PIN 1755.66
South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY
ARTICLE 4. INSPECTION

The duly authorized representatives of the City , and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the City :

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the City to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The City will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the City from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the City of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the City on a monthly basis or such alternative interval as the City directs in writing.

D017225/PIN 1755.66

**South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY**

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the City, in writing, of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, the City shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the City to the CONSULTANT for execution after approvals have been obtained from necessary City officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the City all assistance required by the City. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the City's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to negligent or intentional acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, the CONSULTANT shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the City and adhere to any additional requirements concerning insurance.

D017225/PIN 1755.66
South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the City at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the City or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The City, the State, the Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

The City shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the City - if a termination is brought about for the convenience of the City and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the City 's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the City , of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the City shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the City or his duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the City for any damages it may sustain by reason thereof. Upon the delivery of all such data to the City , the City will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not,

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**South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY**

by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City , including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the City and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City , including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the City . Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the City . Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the City may deem necessary or appropriate.

If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City .

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the City a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic

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municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the City .

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the City may, in certain circumstances, provide compensation for such work.
- B. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

- a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest

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quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the N.Y. Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT'S employees nor the employees of its SUBCONTRACTORS may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the N.Y. Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the City and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT'S actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

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30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the City thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The City shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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City of Troy, Rensselaer County, NY

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: City Contract # _____

Pursuant to Resolution No. _____ for 2016, Adopted _____, 2016

City of Troy	Greenman-Pedersen, Inc.
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20____ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of City .

Notary Public, _____, N.Y.

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20____ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of City .

Notary Public, _____, N.Y.

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Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN 1755.66

Term of Agreement Ends: December 31, 2017

BIN:

- Main Agreement
 Amendment to Agreement # _____
 Supplement to Agreement # _____

Phase of Project Consultant to work on:

- P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance: _____ through _____

Start Date: April 15, 2016

Finish Date: December 31, 2017

PROJECT DESCRIPTION:

Preliminary Design, Final Design for South Troy Riverfront Bikeway/Walkway and Burden Iron Works Museum.

Project Location:

City of Troy, Rensselaer County NY

Consultant Work Type(s): See Attachment "B" for more detailed Task Lists.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 150,000.00

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SCOPE OF SERVICES

DESIGN

South Troy Riverfront Bikeway/Walkway

City of Troy

Rensselaer County, New York

EXECUTIVE SUMMARY

South Troy Riverfront Bikeway/Walkway and Burden Iron Works

This project will extend the existing pedestrian and bicycle corridor from its existing terminus at the end of the Uncle Sam Bikeway along Middleburgh Street, approximately 3.5 miles south to the Burden Iron works at Burden Avenue. Various treatments proposed will consist of and include possible combinations of the following:

- Separate shared use non-motorized trail
- Cycle Track
- Bike Lane – buffered
- Bike Lane – not buffered
- Shared, marked lane (sharrows)
- Signed bike route
- Bicycle boulevard and /or neighborhood greenway

This project originated from the the Troy Pedestrian and Bike Trail Program by the *Troy Architectural Program* ('TAP') and the Capital District Community Gardens in 1992. A grant was filed by 'TAP' and the City of Troy in 1999 and was approved in 2001. An original consultant was hired to complete preliminary design phases I through IV for the required state and federal permitting process. A Final Design Report (FDR) was prepared in November 2005 which identified the feasible alternative as consisting of construction of a 10 feet wide bikeway/walkway with some reductions in width to 8' minimum due to space constrictions. Several concerns with securing necessary ROW along with inflating construction costs have resulted in the the need to complete a re-evaluation of the feasible alternative. The scope of this project is to present a new feasible preferred alternative which utilizes existing city streets thru a combination of the treatments discussed above. This feasible alternative will result in decreased level of environmental impacts compared to the original alternative. It will be necessary based upon elapsed time and as required under the NYSDOT Re-Evaluation procedure to complete the NEPA process including a new ESA (Endangered Species) and PSP (Section 106) screenings.

Right-of-way and/or easements are not anticipated to be required for the project. Several of these ROW and easements were obtained prior and will be utilized during construction. If during the design process, it is determined that right of way and/or easements will become necessary, these services will be added as supplemental services.

The scope of services includes completion of Tasks 1 through 4, 6, 7 and 10. Tasks 8 and 9 (Construction Support and Inspection Services) and may be provided as part of a supplemental agreement. Task 5 (ROW) will be added as supplemental services if determined necessary.

The projected PS&E date is anticipated to be in December 2016. The letting date is anticipated for February 2017 and construction completion by the fall of 2017. All funding expenditures have to occur before December 31, 2017. This project is not currently on the Region One Regional Director's list.

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This project was approved to receive federal funding in 2001. All funding is being administered under PIN 1755.66.321 and available project funding is capped. Total known funding expenditures to date are as follows:

Erdman Anthony	\$563,845.11
Titan Roofing	\$270,000.00
City of Troy	\$745.95
Total Spent to date	<u>\$834,591.06</u>

Original Allocation \$2,322,800.00

Funding remaining is \$1,488,208.94, broken out as follows:

28.6% local share	\$425,627.76
71.4% federal share	\$1,062,581.18

This project will be progressed as a Class II Action under NEPA and a Type II action under SEQRA. The Design Approval Document (DAD) will consist of a *Re-Evaluation* to the signed Design Approval Document dated November 2005 and will consist of a Project Scoping Report/Final Design Report which will be completed in accordance with Appendix 11 of the NYSDOT Project Development Manual. All work will be completed in accordance with the requirements set forth in the "Procedures For Locally Administered Federal Aid Projects" (PLAFAP) Manual and will be designed and constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials" dated May 1, 2008, including all applicable and current revisions.

Table of Contents

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design (Re-Evaluation)
Section 4	Environmental
Section 5	Right-of-Way <i>(Not included in this Agreement)</i>
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support <i>(Not included in this Agreement)</i>
Section 9	Construction Inspection <i>(Not included in this Agreement)</i>
Section 10	Estimating & Technical Assumptions

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South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY*

SECTION 1 - GENERAL

1.01 Project Description and Location

This project is known as:
South Troy Riverfront Bikeway/Walkway and Burden Iron Works Museum

PIN: D017225/1755.66

Project Description:

This project will extend the existing pedestrian and bicycle corridor from its existing terminus at the end of the Uncle Sam Bikeway at Middleburgh Street, approximately 3.5 miles south to the Burden Iron works and Burden Avenue. The various treatments proposed will consist of and include possible combinations of the following:

- Separate shared use non-motorized trail
- Cycle Track
- Bike Lane – buffered
- Bike Lane – not buffered
- Shared, marked lane (sharrows)
- Signed bike route
- Bicycle boulevard and /or neighborhood greenway

The project limits are as follows:

The area in and around the following City Streets

- Middleburgh Street (from River Street east to the Uncle Sam Bikeway)
- River Street (from Middleburgh south to Jacob Street)
- Front Street (from Jacob Street to Veterans Park)
- Front Street (from Veterans park south to River Street)
- River Street (from Front Street south to Adams Street)
- Adams Street (from River Street to First and Second Avenue)
- First and Second Avenues (from Adams Street to Burden Avenue)
- Burden Avenue (from intersection with First Street and Second Street to Mill Street)

Total Project length is 3.5 miles

Municipalities: *City of Troy, Rensselaer County*

All work performed by the Consultant at the Consultant's initiative must be within the current project limits specified above.

1.02 Contract Administrator

The City's Contract Administrator for this project is Mr. Andrew Donovan, City Engineer who can be reached at (518) 279-7173

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South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY

All correspondence to the City should be addressed to:

Mr. Andrew Donovan, PE
City Engineer
City of Troy – City Hall
433 River Street
Troy, NY 12180
Andrew.Donovan@trovny.gov

Additionally Nick Davis should be cc'd on all correspondence
Nick Davis nick.davis@trovny.gov

All Correspondence will be through e-mail unless otherwise requested/necessary.

1.03 Project Classification

This project is assumed to be a **Class II (Automatic Categorical Exclusion)** action under USDOT Regulations, 23 CFR 771.117(c), the 'D' list. NYSDOT will be the lead agency for the National Environmental Policy Act (NEPA) process. A **Re-Evaluation** will be required to the original NEPA signed in 2005 along with an updated NEPA checklist.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be an **Type II Action**. The City of Troy will be the lead agency for the SEQRA process.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way <i>(Not included in this Agreement)</i>
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support <i>(Not included in this Agreement)</i>
Section 9	Construction Inspection <i>(Not included in this Agreement)</i>
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the Consultant will render all services and furnish all materials and equipment necessary to provide the City with reports, plans, estimates, and other data specifically described in Sections 1 through 6.

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City of Troy, Rensselaer County, NY

1.05 Project Familiarity

The City will provide the Consultant with the following information if available:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- All preliminary planning documents and files consisting of the signed design approval document, correspondence, easements, and preliminary plans.
- Plans for other proposed improvements in the project corridor including the River Wall project and the River Front Park North Extension.
- Anticipated permits and approvals.
- Other available project studies and reports.
- Existing right-of-way information from GIS and prior surveys.
- Other relevant documents pertaining to this project.

The Consultant will become familiar with the project before starting any work. This includes a complete review of all supplied project information along with a site visit to become familiar with the field conditions.

1.06 Meetings

The Consultant will prepare for and attend all meetings as directed by the City's Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.

The Consultant will be responsible for the preparation of all meeting minutes. The minutes will be submitted to meeting attendees within one (1) week of the meeting date.

The City and/or Consultant will invite NYSDOT to all meetings.

1.07 Cost and Progress Reporting

For the duration of this agreement, the Consultant will prepare and submit to the City on a monthly basis a Progress Report in a format approved by the City. The Progress Report must contain a payment request that includes the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. It is anticipated that the payment requests will include the following:

- FIN 421LL
- FIN 422LL
- FIN 423LL
- Cost Control Report
- FIN 426LL
- FIN 427LL

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1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the NYSDOT "Locally Administered Federal Aid Procedures Manual," including the latest updates.

- A. Compliance with Documents - All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.
- **NATCO Guide for Urban Bikeway Design Guide**
 - **FHWA Separated Bike Lane Planning and Design Guide (May 2015)**
 - **AASHTO Guide for the Design of Bicycle Facilities**
 - **A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)**
 - **NYSDOT Project Development Manual**
 - **NYSDOT Highway Design Manual**
 - **NYSDOT Standard Sheets**
 - **NYSDOT Engineering Instructions**
 - **NYSDOT Engineering Bulletins**
 - **NYSDOT Engineering Directives**
 - **NYSDOT Standard Specifications (Construction and Materials)**
 - **NYSDOT Environmental Procedures Manual**
 - **AASHTO Standard Specifications for Highways and Bridges**
 - **National Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the NYS Supplement**

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials – US Customary Units, including all applicable revisions.

1.10 SUB CONSULTANTS

Procurement of sub consultants must be in accordance with the requirements set forth in the LAFAP Manual.

1.11 SUBCONTRACTORS

Procurement of subcontractors must be in accordance with the requirements set forth in the LAFAP Manual.

SECTION 2 - DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

Not anticipated for this project.

2.02 DESIGN MAPPING

The Consultant will utilize available mapping consisting of aerial, GIS, and field data along the corridor for the purpose of showing pavement preservation project limits. The mapping will include approximate existing highway boundary provided by the City as obtained from City Tax Maps.

2.03 DETERMINATION OF EXISTING CONDITIONS

The Consultant will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 ACCIDENT DATA AND ANALYSIS

Not anticipated for this project.

2.05 TRAFFIC COUNTS

Not anticipated for this project.

2.06 CAPACITY ANALYSIS

Not anticipated for this project.

2.07 FUTURE PLANS FOR ROADWAY & COORDINATION W/ OTHER PROJECTS

The City will determine the influence, if any, of other current or proposed projects development in the vicinity of the area. The City will provide all necessary information pertaining to other projects or developments that includes plans and traffic impact studies.

2.08 STRUCTURES AND STORMWATER TREATMENT/EVALUATION

Not anticipated for this project.

2.09 HYDRAULIC ANALYSIS

Not anticipated for this project.

2.10 STORMWATER TREATMENT SYSTEM

Based upon the this project falling under a linear recreation classification as defined under GPO-015-002, Table 1, this will only require preparation of a SWPPP to include E&SC only.

2.11 UTILITY COORDINATION AND RELOCATION

Not anticipated for this project.

SECTION 3 – PRELIMINARY DESIGN

3.01 Design Criteria

The **Consultant** will identify all applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **City** will approve the selected project design criteria (either by a written submission or at a meeting). Special emphasis *may* focus on the following treatments:

- Separate shared use non-motorized trail
- Cycle Track
- Bike Lane – buffered
- Bike Lane – not buffered
- Shared, marked lane (sharrows)
- Signed bike route
- Bicycle boulevard and /or neighborhood greenway

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features within and immediately adjacent to the project limits.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will develop of one design alternatives. This alternative will be based upon the Concept Plans previously developed along the corridor. The design alternative will be designed to meet the City defined project objectives. The preferred design alternative will be evaluated to a point of establishing the feasibility of the design alternatives; significant environmental and geometric design constraints will be identified.

For the design alternatives, the **Consultant** will prepare within the project limits rudimentary sketches of plan, profile and typical section views which show:

- On plan: proposed centerlines, trail edges and shoulder width, curbing, bicycle access, landscaping, drainage system, stormwater treatments, utility impacts, curve radii and termini, railroad and intersection improvements, possible trail head parking, construction limits and existing ROW and proposed taking lines.
- On profile: theoretical grade lines, vertical curve data, grades and touchdown points.

- On typical section: pavement thickness and materials, trail and shoulder widths, bicycle access, and side slopes.
- Where necessary: important existing features and property owner impacts.
- Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

During development of this alternative considerable coordination is anticipated with the public advocacy groups in the City to obtain initial "buy-in" to the design alternative. This effort will be conducted prior to any public information meeting.

The **Consultant** will meet with the City (and NYSDOT) at various points during the development of the design alternatives, meetings will include discussion on order-of-magnitude costs, input received from the utility and business owners, and potential right of way needs to implement the design alternatives. Based upon comments/input received, the **Consultant** will modify the design alternative. The City (with concurrence from NYSDOT) will approve the design alternatives for further development.

At this point, the design alternative will be developed to a point where it can be presented at a public information meeting.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate this build alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the NYSDOT "Locally Administered Federal Aid Procedures Manual."
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Trail pavement width, thickness, and material type.
- Accessibility.
- Conceptual layouts of trailheads, parking lots, access points.
- Maintenance and protection of traffic during construction.
- Right-of-way acquisition requirements.
- Landscaping ~ assume only topsoil and seeding will be required.
- Constructability factors, including contractor access points.
- Construction cost factors.

The Consultant will prepare the following drawings for the build alternative:

- 1"=40' (half-size) scale plans showing (as a minimum) stationing centerlines; roadway geometrics; bridge location; construction limits; cut and fill limits; and existing highway boundary lines, bridge and approach railing, drainage structures, stream location, utilities, and other pertinent features.
- Profiles, at a scale of 1"=40' horizontal and 1"=5' vertical (half-size), showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; and construction limits.
- Typical sections showing pavement thickness, pathway widths, ditches, and side slopes.
- Typical section of the bridge showing (as a minimum) out-to-out dimensions; widths, deck thickness; superstructure type and spacing and railing type.

The Consultant will meet with the City to go over the preliminary plans as part of the Draft Design Report.

3.03 Cost Estimates

The Consultant will develop, provide and maintain a cost estimate for one design alternative based upon the NYSDOT weighted average bid.

The Consultant will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Design Report. (DDR/FDR) and will be completed under *Re-Evaluation* to the signed Design Approval Document dated November 2005 and will consist of a Project Scoping Report/Final Design Report which will be completed in accordance with Appendix 11 of the NYSDOT Project Development Manual. All work will be completed in accordance with the requirements set forth in the "Procedures For Locally Administered Federal Aid Projects" (PLAFAP) Manual and will be designed and constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials" dated May 1, 2008, including all applicable and current revisions.

The City will make all determinations not specifically assigned to the Consultant, which are needed to prepare the Draft DAD.

The Consultant will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual.

The Consultant will submit two copies of the Draft DAD to the City for review. The City will review the Draft DAD and provide the Consultant with review comments. The Consultant will revise the Draft DAD to incorporate the comments (assumed to be minor).

3.05 Advisory Agency Review

The Consultant will provide the City with three copies of the Draft DAD for distribution to advisory agencies. The City will distribute the Draft DAD to the advisory agencies.

The Consultant will assist the City in evaluating and preparing individual responses to the review comments received (assumed to be minor).

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting(s)

The Consultant will lead one public information meeting with advisory agencies, local officials, and citizens, at which the Consultant will provide visual aids and present a technical discussion of the project. Prior to the Public Information Meeting, the Consultant will prepare visual aids (renderings) and meet with the City to review and obtain input. The Consultant will revise the visual aids based upon comments from the City, and present them at the Public Information Meeting. The visual aids will remain with the City at the completion of the Information Meeting.

The City will arrange for the location of the public information meeting. The Consultant will assist the City with appropriate notification via preparing media advisory notice and informational meeting brochure for distribution by the City prior to the public information meeting.

B. Public Hearing(s) – NOT IN CONTRACT.

3.07 Preparation of Final Design Approval Document (DAD)

The City will obtain all necessary approvals and concurrences, and will publish all applicable legal notices. The Consultant will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the NYSDOT Project Development Manual, and update existing conditions and costs as necessary. The Consultant will incorporate changes resulting from the advisory agency review and the public information meeting.

The Consultant will submit two copies of the Final DAD to the City for review. The City will review the Final DAD and provide the Consultant with review comments. The Consultant will revise the Final DAD to incorporate the comments (assumed to be minor).

If NYSDOT funding becomes available, The City will submit two copies of the Final DAD to NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination and/or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence (assumed NOT required since Programmatic Categorical Exclusion). The Consultant will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The City will grant or obtain, from or through the NYSDOT, Design Approval.

SECTION 4 - ENVIRONMENTAL

4.01 NEPA Classification

The Consultant will verify the anticipated NEPA Classification and update it based upon the original 2005 determination.

The project is assumed to be a Class II Action (Programmatic Categorical Exclusion). The Consultant will complete the NEPA Checklist, and forward the completed checklist to the City for forwarding to the NYSDOT prior to submission of the draft design report for obtaining final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The Consultant will assist the City in complying with SEQRA (6 NYCRR Part 617). The City is the Lead Agency. It is assumed the project will be an Type II Action and update it based upon the original 2005 determination.

The Consultant will document the results of the SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Screenings and Preliminary Investigations

The Consultant will screen prior to preliminary investigations to determine any potential impacts resulting from the design alternative. These were screened in the original design report, however this report is over ten years old and requires rescreening do to its age and new alternative:

- *General Ecology and Endangered Species* - Assume no adverse impact.
- *Ground Water* – Assume no adverse impact.
- *Surface Water* – Assume no adverse impact.
- *State Wetlands* - Assume no adverse impact.
- *Federal Jurisdictional Wetlands* - Assume no adverse impact.
- *Floodplains* – Assume no adverse impact.
- *Coastal Zone Management* – Assume no adverse impact.
- *Navigable Waterways* – Assume no adverse impact.
- *Historic Resources* – Assume no adverse impact.
- *Parks* – Assume no adverse impact.
- *Natural Landmarks* – Assume no adverse impact.
- *Visual Resources* - Assume no adverse impact.
- *Hazardous Waste* – Assume no adverse impact.
- *Asbestos* – Assume no adverse impact.
- *Lead Based Paint* – Assume no adverse impact.
- *Noise* – assume no adverse impact.
- *Air Quality* – assume no adverse impact.
- *Energy* – assume no adverse impact.
- *Farmlands* – assume no adverse impact.

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- *Visual Impacts* – Assume no adverse impact.
- *Critical Environmental Areas* – Assume no adverse impact.
- Assume that the project will involve development of a SWPPP with Erosion and Sediment Controls Only in accordance with Table 1 of GP 0-015-002.

Work will be performed, as detailed in the NYSDOT Project Development Manual, to determine whether further detailed analysis or studies are warranted. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

- *General Ecology and Endangered Species* – desktop survey
- *Historic Resources* – desktop survey
- SWPPP (E&SC only)

4.05 Permits and Approvals

The Consultant will obtain the following permits and certifications:

- SWPPP (5 day review)
- USACE Permits
- NYSDEC permits
- OPRHP Determination (updated)
- FHWA Concurrence (for federal funding)

4.06 Environmental Hearing – NOT IN CONTRACT

SECTION 5 – RIGHT OF WAY

Not anticipated for this project – All easements have been obtain by others

SECTION 6 – DETAILED DESIGN

6.01 Preliminary Bridge Plans

Not in Contract

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual." It is assumed they will consist of the following drawings:

- Title Sheet (1 sheet)
- Index and Abbreviations (2 sheet)
- General Notes (1 sheet)
- Estimate of Quantities (1 sheet)
- Typical Sections (2 sheet)
- General Plans (15 sheets)
- Maintenance and Protection of Traffic (2 sheets)
- Intersection Details (10 sheets)
- Miscellaneous Details (4 sheets)
- Miscellaneous Tables (4 sheets)
- Sign Data Sheets (4 sheets)
- Drainage Plans (4 sheet)
- Erosion and Sediment Control details (2 sheets)

The **Consultant** will prepare and submit two copies of the ADP's to the City for review. The **Consultant** will modify the design to reflect the review of the ADP package. Upon approval, the City will submit two copies to NYSDOT for review and comment.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.

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- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **City** for approval. Upon approval, the **City** will submit two copies of the contract documents to the **NYS DOT** as described in the "Locally Administered Federal Aid Procedures Manual."

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final **Engineers Estimate**, including all quantity computations.

6.05 Utilities

No Impacts are anticipated

6.06 Railroads – Not Applicable

6.07 Bridge Inventory and Load Rating Forms

Not Applicable

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **City** all project information, including electronic files. Construction drawings shall be on a CD which are Microstation V8 (NYS DOT) Compatible and also in .pdf format. Record specifications shall be submitted in Microsoft Word and pdf format.

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD

7.01 ADVERTISEMENT

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publications identified by the **City**. The Advertisement will not be forwarded until authorization is granted by the **City** and the NYSDOT.

7.02 BID PHASE AND OPENING (Letting)

The **City** will hold the public bid opening. During the bid phase, the **Consultant** will answer any questions from prospective bidders and if necessary, issue an addendum prior to the bid opening. The **Consultant** will attend the bid opening.

7.03 AWARD

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
- Determining whether the low bidder is qualified to perform the work

The **Consultant** will assist the **City** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **City** will award the contract and will transmit the award package to the NYSDOT as described in the PLAFAP Manual.

SECTION 8 – CONSTRUCTION SUPPORT

Construction Support is not included, but will be added by supplemental agreement at the direction of the **City**.

SECTION 9 – CONSTRUCTION INSPECTION

Construction Inspection is not included, but will be added by supplemental agreement at the direction of the **City**.

SECTION 10 – ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 ADDITIONAL ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

Section 1 Estimate 12 meetings, not including the scoping meeting, during the life of this agreement.

Estimate 12 cost and progress reporting periods will occur during the life of this agreement. (Not including Supplemental Agreement for Construction Support/Inspection).

Section 3 Estimate 1 public information open house will be conducted for the project, which will be conducted in a question and answer format. Graphics in the form of display boards will be provided.

Estimate 1 design alternative will be analyzed in addition to the null alternative.

Estimate 1 cost estimate plus 1 update will be required.

Section 6 Estimate 1 cost estimate plus 1 update will be required.

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- The project will be progressed in English units, with 11x17 (B size) deliverables for all plan submittals. The project will be completed using the current version of Microstation platforms.
- Weather, such as snow, ice, floods will not be a major factor during the completion of the supplemental field work.
- Comments from the City (NYSDOT) and at a public meeting will be available in timely manner.
- Traffic Control during field work and on-site testing will be supplied by City. It is assumed none is required.
- Permits will be completed by the Consultant with assistance from and submitted by the City as needed.
- Any fees associated with the required permits and/or public notification will be paid by the City.

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- Schedules assume reasonable review time by the City (and State officials).
- SWPPP preparation will involve erosion and sediment controls only.
- An electronic copy of documents (PDF) format on CD will be supplied to the City at each submission phase of the project along with hard copies as detailed in the various sections of the scope.

SOUTH TROY RIVERFRONT BICKWAY/WALKWAY
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4/11/2016

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2015 to 12/31/2015	1/1/2016 to 12/31/2016	1/1/2017 to 12/31/2017	1/1/2018 to 12/31/2018	
Productive Principal	ASCE IX	\$98.00	\$100.94	\$103.97	\$107.09	\$110.30	A
Project Director	ASCE VIII	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41	A
Principal Engineer	ASCE VII	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	A
Project Manager	ASCE VII	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Geotechnical Engineer	ASCE VI	\$52.00	\$53.56	\$55.17	\$56.82	\$58.53	B
Senior Engineer	ASCE VI	\$57.00	\$58.71	\$60.47	\$62.29	\$64.15	B
Construction Supervisor	ASCE VI	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28	B
Project Engineer	ASCE V	\$44.00	\$45.32	\$46.68	\$48.08	\$49.52	B
Engineer	ASCE IV	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89	B
Environmental Engineer	ASCE IV	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77	B
Design Engineer	ASCE III	\$36.00	\$37.08	\$38.19	\$39.34	\$40.52	B
Junior Engineer	ASCE II/I	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	B
Senior Environmental Scientist	N/A	\$48.00	\$49.44	\$50.92	\$52.45	\$54.02	B
Senior Landscape Architect	N/A	\$68.00	\$70.04	\$72.14	\$74.31	\$76.53	B
Landscape Architect	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Senior Engineering Technician	NICET III	\$31.50	\$32.45	\$33.42	\$34.42	\$35.45	C
Engineering Technician	NICET II	\$27.00	\$27.81	\$28.64	\$29.50	\$30.39	C
CADD Operator	NICET II	\$27.00	\$27.81	\$28.64	\$29.50	\$30.39	C
Technician	NICET I	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C
Resident Engineer	NICET IV	\$47.00	\$48.41	\$49.86	\$51.36	\$52.90	C
Office Engineer/Sr. Inspector	NICET III	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	C
Construction Inspector	NICET III	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	C
Construction Inspector	NICET II	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	C
Construction Inspector	NICET I	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	C
Technical Typist	N/A	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**SOUTH TROY RIVERFRONT BICKWAY/WALKWAY
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EXHIBIT B, Page 1

**GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----**

1. REPRODUCTION					
Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	3	200	600	\$0.10	\$60.00
Final DAD	3	200	600	\$0.10	\$60.00
Xerox-Working	0	0	0	\$0.10	\$0.00
Bid Documents	0	0	0	\$0.10	\$0.00
Prints/Plots-Half Size	0	0	0	\$0.10	\$0.00
Prints/Plots-Full Size	0	0	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$2.50	\$0.00
Exhibits	10	20	200	\$2.50	\$500.00
1. TOTAL					\$620.00
2. MILEAGE, TOLLS & PARKING					
Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	10	20	200	\$0.500	\$100.00
Municipality			0	\$0.500	\$0.00
NYS DOT Region 1			0	\$0.500	\$0.00
mileage rate shall not exceed the federal reimbursement rate.					
2. TOTAL					\$100.00
3. SHIPPING					
	# Packages		Cost/Package		Cost
Postage			\$0.49		\$0.00
Overnight Delivery			\$10.00		\$0.00
3. TOTAL					\$0.00
4. SUBSURFACE INVESTIGATIONS					
	Number		Unit Cost		Cost
Soil Samples and Lab Tests	0		\$0.00		\$0.00
4. TOTAL					\$0.00
5. PROPERTY ACQUISITIONS					
	# Parcels		Unit Cost		Cost
Appraisal	0		\$0.00		\$0.00
5. TOTAL					\$0.00
6. OWNER'S PROTECTIVE INSURANCE					
6. TOTAL					\$0.00
7. MISCELLANEOUS					
			Cost		Cost
					\$0.00
					\$0.00
7. TOTAL					\$0.00
GRAND TOTAL					\$720.00

SOUTH TROY RIVERFRONT BIKWAY/WALKWAY
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EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

JOB TITLE	GRADE	RATE	1.01	1.02	1.03	1.04	1.05	1.05	1.05	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	2.06	2.07		
Productive Principal	ASCE IX	\$98.00																					
Project Director	ASCE VIII	\$75.00																					
Principal Engineer	ASCE VII	\$70.00																					
Project Manager	ASCE VI	\$35.00																					
Geotechnical Engineer	ASCE VI	\$32.00																					
Senior Engineer	ASCE VI	\$32.00																					
Construction Supervisor	ASCE VI	\$32.00																					
Project Engineer	ASCE V	\$42.00																					
Engineer	ASCE IV	\$39.00																					
Environmental Engineer	ASCE IV	\$38.00																					
Design Engineer	ASCE III	\$36.00																					
Junior Engineer	ASCE II/I	\$30.00																					
Senior Environmental Scientist	N/A	\$68.00																					
Senior Landscape Architect	N/A	\$68.00																					
Landscape Architect	N/A	\$40.00																					
Senior Engineering Technician	NICET III	\$31.50																					
Engineering Technician	NICET II	\$27.00																					
CADD Drafter	NICET II	\$27.00																					
Technician	NICET I	\$15.00																					
Resident Engineer	NICET IV	\$47.00																					
Office Engineer/Dr. Inspector	NICET III	\$40.00																					
Construction Inspector	NICET III	\$40.00																					
Construction Inspector	NICET II	\$34.00																					
Construction Inspector	NICET I	\$30.00																					
Technical Typist	N/A	\$25.00																					
TOTAL HOURS			0	0	0	0	24	64	112	24	0	0	0	0	0	138	0	0	0	0	0	16	
																							278

SOUTH TROY RIVERFRONT BICRW
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EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

JOB TITLE	2.08	2.09	2.10	2.11	3.01	3.02	3.03	3.04	3.05	3.06	3.07	4.01	4.02	4.03	4.04	4.05	4.05	4.05	5.01	5.02	5.03	
Productive Principal																						
Project Director																						
Principal Engineer																						
Project Manager																						
Geotechnical Engineer						15	2	4	8	10	5	2	2	5	4							
Senior Engineer																						
Construction Supervisor																						
Project Engineer																						
Engineer																						
Environmental Engineer																						
Design Engineer																						
Junior Engineer			20																			
Senior Environmental Scientist																						
Senior Landscape Architect																						
Senior Engineering Technician																						
Engineering Technician																						
CADD Operator																						
Technician																						
Resident Engineer																						
Office Engineer/Sr. Inspector																						
Construction Inspector																						
Construction Inspector																						
Construction Inspector																						
Technical Typist																						
TOTAL HOURS	0	0	20			114	40	92	48	50	78	25	15	56	64	40			0	0	0	0
								460														208

SOUTH TROY RIVERFRONT BICKW/
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EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

4/11/96

JOB TITLE	6.01	5.02	6.03	5.04	5.05	5.06	6.07	5.08	5.09	7.01	7.02	7.03	TOTAL HOURS	HOURLY RATE	DIRECT WAGES	
Production Principal																
Project Director																
Principal Engineer																
Project Manager																
Geotechnical Engineer																
Senior Engineer																
Construction Supervisor																
Project Engineer																
Engineer																
Environmental Engineer																
Design Engineer																
Junior Engineer																
Senior Environmental Scientist																
Senior Landscape Architect																
Landscape Architect																
Senior Engineering Technician																
Engineering Technician																
CAD Operator																
Technician																
Resident Engineer																
Office Engineer/Sr. Inspector																
Construction Inspector																
Construction Inspector																
Construction Inspector																
Technical Typist																
TOTAL HOURS	0	304	48	60	0	0	0	25	0	28	28	1582				
	440															
	B4															
														TOTAL DTL \$	56,954.00	
														OVERHEAD AT 138%	\$	78,586.52
														FIXED FEE AT 10%	\$	13,555.05
														TOTAL DTL + OH & FEE \$		149,105.57

PIN 1755.66 – South Troy Riverfront Bikeway/Walkway and Burden Iron Works Museum
CERTIFICATION
of Consultant Contract Costs

I, Christopher C. Cornwell, PE, Assistant-Vice President with Greenman Pedersen, Inc. hereby certify that to the best of my knowledge and belief [choose the applicable completion to the statement above]

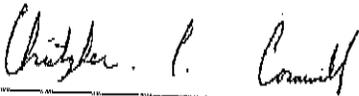
the salary rates and overhead multiplier used in the attached contract between the City of Troy and Greenman Pedersen, Inc. conform to the most recent certified salary roster submitted by Greenman Pedersen, Inc. to NYSDOT.

OR

the salary rates and overhead multiplier used in the attached contract between City of Troy and Greenman Pedersen, Inc. are the lowest salary and overhead rates that Greenman Pedersen, Inc. charges clients for similar services and these rates are in conformance with the Federal Acquisition Regulations (48 CFR, Part 31). (Applies only to services provided by the consultant valued at less than \$250, 000.)

OR

the salary rates and overhead multiplier used in the attached contract between City of Troy and Greenman Pedersen, Inc. conform to the certified salary roster and audited overhead rate submitted to the NYSDOT and City of Troy on [date].



SIGNATURE

Christopher C. Cornwell, P.E.

PRINTED NAME

April 8, 2016

DATE

SOUTH TROY RIVERFRONT BICKWAY/WALKWAY

CITY OF TROY

D017225/PIN 1755.66

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

4/11/2016

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	56,954
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$	720
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (138%)	\$	78,597
Item IV Fixed Fee (10%)	\$	13,555
Item II, Direct Non-Salary Cost subject to audit (Sub-Consultant Cost)	\$	-
Total Estimated Cost	\$	149,826
MAXIMUM AMOUNT PAYABLE	\$	150,000

EXECUTIVE SUMMARY

South Troy Riverfront Bikeway/Walkway and Burden Iron Works

This project will extend the existing pedestrian and bicycle corridor from its existing terminus at the end of the Uncle Sam Bikeway along Middleburgh Street, approximately 3.5 miles south to the Burden Iron works at Burden Avenue. Various treatments proposed will consist of and include possible combinations of the following:

- Separate shared use non-motorized trail
- Cycle Track
- Bike Lane – buffered
- Bike Lane – not buffered
- Shared, marked lane (sharrows)
- Signed bike route
- Bicycle boulevard and /or neighborhood greenway

This project originated from the the Troy Pedestrian and Bike Trail Program by the *Troy Architectural Program* ('TAP') and the Capital District Community Gardens in 1992. A grant was filed by 'TAP' and the City of Troy in 1999 and was approved in 2001. An original consultant was hired to complete preliminary design phases I through IV for the required state and federal permitting process. A Final Design Report (FDR) was prepared in November 2005 which identified the feasible alternative as consisting of construction of a 10 feet wide bikeway/walkway with some reductions in width to 8' minimum due to space constrictions. Several concerns with securing necessary ROW along with inflating construction costs have resulted in the the need to complete a re-evaluation of the feasible alternative. The scope of this project is to present a new feasible preferred alternative which utilizes existing city streets thru a combination of the treatments discussed above. This feasible alternative will result in decreased level of environmental impacts compared to the original alternative. It will be necessary based upon elapsed time and as required under the NYSDOT Re-Evaluation procedure to complete the NEPA process including a new ESA (Endangered Species) and PSP (Section 106) screenings.

Right-of-way and/or easements are not anticipated to be required for the project. Several of these ROW and easements were obtained prior and will be utilized during construction. If during the design process, it is determined that right of way and/or easements will become necessary, these services will be added as supplemental services.

The scope of services includes completion of Tasks 1 through 4, 6, 7 and 10. Tasks 8 and 9 (Construction Support and Inspection Services) and may be provided as part of a supplemental agreement. Task 5 (ROW) will be added as supplemental services if determined necessary.

The projected PS&E date is anticipated to be in December 2016. The letting date is anticipated for February 2017 and construction completion by the fall of 2017. All funding expenditures have to occur before December 31, 2017. This project is not currently on the Region One Regional Director's list.

D017225/PIN 1755.66
South Troy Riverfront Bikeway/Walkway
City of Troy, Rensselaer County, NY

This project was approved to receive federal funding in 2001. All funding is being administered under PIN 1755.66.321 and available project funding is capped. Total known funding expenditures to date are as follows:

Erdman Anthony	\$563,845.11
Titan Roofing	\$270,000.00
City of Troy	\$745.95
Total Spent to date	<u>\$834,591.06</u>

Original Allocation \$2,322,800.00

Funding remaining is \$1,488,208.94, broken out as follows:

28.6% local share	\$425,627.76
71.4% federal share	\$1,062,581.18

This project will be progressed as a Class II Action under NEPA and a Type II action under SEQRA. The Design Approval Document (DAD) will consist of a *Re-Evaluation* to the signed Design Approval Document dated November 2005 and will consist of a Project Scoping Report/Final Design Report which will be completed in accordance with Appendix 11 of the NYSDOT Project Development Manual. All work will be completed in accordance with the requirements set forth in the "Procedures For Locally Administered Federal Aid Projects" (PLAFAP) Manual and will be designed and constructed in accordance with NYSDOT "Standard Specifications for Construction and Materials" dated May 1, 2008, including all applicable and current revisions.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING RELATING TO THE TROY URBAN TRAILS SYSTEM

WHEREAS, the proposed Troy Urban Trails system is an extensive and interconnected recreational trail system which will highlight Troy's exceptional cultural heritage and scenic beauty, exhibit strong interconnectivity to regional trail systems, heighten quality of life and health for citizens of Troy and the region, bolster community identity and add to economic development; and

WHEREAS, the desired trail route will connect several existing but isolated parcels of land in an interconnected network that would significantly enhance the connectivity and value of Troy's open space and cultural resources; and

WHEREAS, the City was previously authorized to accept a matching grant of \$48,480 from the Environmental Protection Fund Municipal Grant program for the Troy Urban Trails System; and

WHEREAS, the City, the Rensselaer Land Trust and the Post Contemporary wish to commence efforts to implement the Troy Urban Trails System and have drafted a Memorandum of Understanding outlining their respective responsibilities with respect to this program.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to execute the Memorandum of Understanding with the Rensselaer Land Trust and Post Contemporary substantially in the form of the agreement attached hereto.

Approved as to form, May 13, 2016

Kevin P. Glasheen, Corporation Counsel

Memo In Support

The Troy Urban Trails System is an extensive and interconnected recreational trail system which will highlight Troy's exceptional cultural heritage and scenic beauty, exhibit strong connectivity to regional trail systems, heighten quality of life and health for citizens of Troy and the region, bolster community identity and add to economic development.

The desired trail will connect several existing but isolated parks and parcels in a network that would significantly expand the connection and accessibility and increase the value of Troy's open space and cultural resources.

The aesthetic goal of the trail system is a natural, rustic, and minimal trail system that highlights the natural qualities of the area. Its design is intended to follow the North Country Scenic Trail handbook, by the National Park Service. The project is being undertaken by the Post contemporary in partnership with the Rensselaer Land Trust and the City of Troy.

In support of this effort, the City has received a grant in the amount of \$48, 480 from the NYS Office of Parks, Recreation and Historic Preservation. The acceptance of this grant was previously approved by the Council.

With funding now available, the parties to this effort are now commencing effort to implement the Troy Urban Trail System. One of the initial steps in that process is to execute a Memorandum of Understanding to outline the activities and responsibilities of each party with respect to the implementation of this project. This resolution seeks the authorization for the Mayor to execute the Memorandum of Understanding between the parties.



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

December 10, 2015

Ms. Monica Kurzejeski
Economic Development Coordinator
City of Troy
433 River Street, Suite 6000
Troy, NY 12180

Dear Ms. Kurzejeski:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After four successful rounds, the 2015 CFA made \$750 million in economic development resources available from over thirty programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) is proud to have contributed \$16,000,000 to this year's Consolidated Funding Application. I am pleased to inform you that a matching grant of \$48,480.00 has been reserved from the Environmental Protection Fund Municipal Grant program for the Troy Urban Trails.

Our agency will contact you to clarify specifics about the project, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions. I urge you to work closely with our program staff and not to begin work on your project until appropriate contract conditions have been satisfied.

If you applied for funding from other OPRHP programs or other State agencies, you will receive information from those programs/agencies separately.

We look forward to working in partnership with you to expeditiously advance your project.

Congratulations,

Rose Harvey
Commissioner

Albany, New York 12238
518-474-0413 • Fax: 518-474-1965

printed on recycled paper

MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Troy (City), the Rensselaer Land Trust (RLT), and the Post Contemporary (Post), collectively referred to as the Parties, have come together to collaborate on a project to create an extensive natural trail network in the City of Troy for the benefit of the public (Project),

WHEREAS, for a number of years, the Post has been working to put together the planning and acquisitions to connect the Mohawk-Hudson Bike-Hike Trail, from the Menands Bridge, to Downtown Troy via Troy's verdant creek valleys and existing parks, to be integrated with the forthcoming Riverfront Bike Trail to create an extensive loop network,

WHEREAS, the emerging recommendations of the Comprehensive Plan put heavy emphasis on the connectivity of existing open space and the protection of unique natural features for the public benefit,

WHEREAS, the City sees great value in preserving, highlighting, and making public the unique natural features of Troy,

WHEREAS, the Project has organically divided into manageable chunks, the first phase being the creation of a trail from the base of the Burden Preserve along the Wynantskill to the Staalesen Preserve, which is schematically shown on the attached map "Troy Urban Trails Anticipated Phase 1 Trails" dated 7/28/2015,

WHEREAS, the City is the fee simple owner of tax lot numbers 112.73-1-1.2, being 34.7 Acres (Paper Mill Pond Lot); 112.57-5-1, being 7.85 Acres (Paper Mill Pond East Lot); 112.-4-10, being 44.06 acres (Burden Preserve); 112.56-1-12, being 0.11 Acres (Wynantskill Way Lot); and, 112.-4-12.111, being 20.07 acres (Smarts Pond Lot), collectively known as "Phase One Lots" and as shown on the attached map "Troy Urban Trails: Lots in MOU" dated 3/9/2016,

WHEREAS, the City is the fee simple owner of tax lot numbers 112.48-1-7, being 0.79 Acres (Spring Corner Lot); 112.40-1-1.11, being 11.99 Acres (Spring Long Lot); 112.40-1-3, being 1.4 Acres (Spring Cul-de-sac lot); 112.22-5-2, being 1.47 Acres (Gorge South Lot); 101.79-4-7.1, being 0.55 Acres (Gorge North Lot); 112.23-2-1.2, being 6.55 Acres (Gorge Lot); 111.76-1-1.2, being 4.77 acres (Mill Street Lot); and, 101.78-1-1, being 87.19 Acres (Prospect Park), collectively known as "Phase Two Lots" as shown on the attached map "Troy Urban Trails: Lots in MOU" dated 3/9/2016,

WHEREAS, the Troy Housing Authority is the fee simple owner of tax lot number 112.-4-17, being 34.8 Acres (Troy Housing Lot),

WHEREAS, as part of its stated mission and vision, the RLT seeks to connect residents of Rensselaer County with nature and owns several properties open to the public including tax lot number 112.73-1-1.1, being 23.59 acres (Staalesen Preserve) as shown on the attached map "Troy Urban Trails: Lots in MOU" dated 3/9/2016,

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

1. **Dedication.** Where not already dedicated parkland, the City agrees to legally dedicate the Phase One Lots and Phase Two Lots as protected Parkland within a reasonable time period, not to

exceed two years, and to preserve said lots as public parkland until such time that said lots can be dedicated. The City shall issue a memo to the Planning and Assessors departments with a list of said lots so that they are not disposed of in the interim. In the event that there are any lots which the City does not wish to dedicate in entirety (which shall be itemized at the end of this document), the City agrees to provide a 50 foot public trail easement with a 100 foot setback. (Note: Due to lack of developability, extensive flood plains, and great open space potential, it is highly recommended that Smarts Pond Lot and Paper Mill Lots be dedicated, at a minimum).

2. **Fundraising.** The Parties agree to cooperate on the fundraising for and development of a continuous trail system as shown on the attached map "Troy Urban Trails" dated 7/28/2015, including trails, signage, infrastructure, and other needs related to the Project, including cooperation on the NY Consolidated Funding Grant and other grants as they may arise.
3. **Friends Of.** The Parties agree to enter into a mutually agreeable Management Agreement in the 'Friends of' model, in which RLT and the Post will provide services to assist with the development and management of the properties, trails, and other amenities, and allow for place-making site specific art projects curated by the Post. The City will not be required to commit funding or labor, though it is encouraged.
4. **Negotiations.** The Post agrees to manage negotiations with the owner of tax lot number 112.-4-22, being 2.34 acres, and/or other necessary measures to secure a connection between the Smarts Pond Lot and the Paper Mill Pond Lots.
5. **Open Space Institute.** The Post will continue coordination with the Open Space Institute with regard to the grant funds related to land acquisition, and to negotiation the potential application of these or other funds to the wider Project.
6. **Housing Authority.** While it is understood that the Troy Housing Authority operates independently of the City, the City agrees to assist in negotiations with the Troy Housing Authority to allow the trail to pass through the Troy Housing Lot, as possible.
7. **Future Lots.** If lots 112.30-7-1, being 33.27 Acres (Spring Expansion Lot), and/or lot 112.22-4-22, being 7.36 Acres (Small Spring Expansion Lot), were to come into City ownerships, the City agrees to legally dedicate said lots as protected parkland or provide easements, per Item 1 of this document.
8. **Staalesen.** As part of Phase One beginning in 2016, the City and RLT will collaborate to connect and integrate the Staalesen Preserve with the Paper Mill Pond Lots and thereby enable public access to the Paper Mill Pond Lots through the Staalesen Preserve.
9. **Publicity.** The Parties acknowledge that it will be necessary to garner public support to implement the Project over time, including the development of the "Friends Of" citizen support group(s). As part of this public support development, initial outreach efforts concerning Phase One areas could commence in 2016 with activities such as volunteer oriented clean up and work days at Phase One related areas. The Parties also acknowledge that the Project consists of phases in varying degrees of completion with some not ready for public announcement. Therefore the Parties agree to coordinate before any official public release of information related to the Project.
10. **Cooperation.** The Parties agree to mutually cooperate as needed and as reasonable to keep the Project moving towards fulfillment in a well organize and timely manner.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed Project and approve it.

By _____

By _____

By _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT FROM THE CITY OF TROY TO CAROLYN NEUDECKER

WHEREAS, Carolyn Neudecker is the owner of property located at 304 Oakwood Avenue;
and

WHEREAS, 304 Oakwood Avenue is located on the east side of Oakwood Avenue and is the location of her residence; and

WHEREAS, the City of Troy owns a parcel of immediately to the west of 304 Oakwood Avenue and adjacent to the traveled portion of Oakwood Avenue; and

WHEREAS, there has been a driveway across the City property for many years that provided ingress and egress to the Neudecker property from and to Oakwood Avenue; and

WHEREAS, the driveway has been used continuously through the years by Carolyn Neudecker and her deceased husband in the mistaken belief that they owned the parcel adjacent to Oakwood Avenue on which a portion of their driveway was located; and

WHEREAS, Carolyn Neudecker had offered to purchase the parcel but the City Department of Engineering and Department of Public Utilities believed it to be in the best interests of the City to retain ownership but each Department was amenable to granting an easement over the aforesaid parcel; and

WHEREAS, the City is willing to grant a permanent easement to the applicant Carolyn Neudecker for the limited purposes of ingress, egress and utility installation.

NOW, THEREFORE, IT IS RESOLVED THAT THE Mayor is authorized to execute and deliver a permanent easement from the City to Carolyn Neudecker substantially in the form of the easement attached hereto.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

Carolyn Neudecker is the owner of premises located at 304 Oakwood Ave. This property is located on the east side of Oakwood Ave. and is her residence. Located between her property and Oakwood Ave. is a .16 acre parcel of land that is owned by the City of Troy. A portion of the driveway for the Neudecker residence traversed this small parcel.

Through the years, the driveway was used by Mr. and Mrs. Neudecker in the mistaken belief that the parcel was part of their property. The fact that this parcel did not have a separate Tax Map number may have contributed to the confusion. In any event, the City voiced no objections to the presence of the driveway and in fact facilitated its use by providing a curb cut.

In 2015, Mr. and Mrs. Neudecker apparently discovered that they did not own this parcel. They offered to purchase the parcel from the City. This proposed purchase was reviewed by the Dept. of Engineering and the Dept. of Public Utilities. The two departments were not in favor of conveying the property to Ms. Neudecker but they were amenable to the grant of a permanent easement for driveway purposes.

PERMANENT EASEMENT

THIS INDENTURE, made the _____ day of _____, 2016,

BETWEEN

THE CITY OF TROY, a municipal corporation created and existing under the laws of the State of New York, located at 433 River Street, Suite 5001, Troy, New York 12180

Party of the First Part, and

Carolyn A. Neudecker, residing at 304 Oakwood Avenue, Troy, New York 12182

Party of the Second Part,

WITNESSETH: that the Party of the First Part, in consideration of ONE DOLLAR (\$1.00), lawful money of the United States, paid by the Part of the Second Part, does hereby grant and release unto the Party of the Second Part, its heirs, successors and/or assigns,

A PERMANENT EASEMENT IN, ON AND OVER ALL THAT PIECE OR PARCEL OF PROPERTY situate in the City of Troy, County of Rensselaer, State of New York, hereinafter described as Exhibit "A" and depicted on a Survey Map dated June 9, 2015 entitled Survey of Lands of Carolyn A. Neudecker. Said Survey Map to be filed in the Rensselaer County Clerks' Office after the Easement herein is of record.

RESERVING, however, to the owner(s) of any right, title or interest in and to the property denoted above and such owner's successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes of Ingress and Egress.

Subject to any existing Right-of Way, Easements, Conditions or Restrictions.

Reserving to the Grantor herein the right to install and/or maintain any existing utility lines over or within the above described premise.

IN WITNESS WHEREOF, said City has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this day of Two-Thousand Sixteen.

THE CITY OF TROY, NEW YORK

By: _____
Wm. Patrick Madden, Mayor

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the day of , in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared WM. PATRICK MADDEN, personally known to be 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 the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

IN WITNESS WHEREOF, the Grantee has hereunto set her hand and seal, the date first above written.

Carolyn A. Neudecker

STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER

On the day of , 2016, before me, the subscriber, personally came CAROLYN A. NEUDECKER to me known to be the same person described in and who executed the foregoing instrument, and she duly acknowledged that she executed same.

Notary Public

R&R
City Hall
Corporation Council
433 River St. Suite 5001
Troy, NY 12180

EXHIBIT "A"

3,004± SQ. FT. PROPOSED PERMANENT EASEMENT
TO BE GRANTED BY THE CITY OF TROY TO CAROLYN A. NEUDECKER
FOR INGRESS, EGRESS AND UTILITY PURPOSES
City of Troy, Rensselaer County, New York

All that tract or parcel of land situate in the City of Troy, County of Rensselaer and State of New York, bounded and described as follows:

BEGINNING at an iron rod set on the northwesterly line of lands of the City of Troy (formerly the Village of Lansingburgh, Bk. 207, Pg. 197) at the most southerly point of lands now or formerly of Carolyn A. Neudecker (Bk. 1690, Pg. 10, Parcel 1- Lot 11 - Drawer 54, Map 3), the most easterly corner of other lands now or formerly of Carolyn A. Neudecker (Bk. 1690, Pg. 10, Parcel 2 - Lot 12) and the most northerly point of other lands now or formerly of Carolyn A. Neudecker (Bk. , Pg.) and runs thence from said point of beginning, S. 28°-03'-45" W., along the northwesterly line of lands of the City of Troy, 40.46 feet to a point; thence, N. 75°-51' E., through the lands of the City of Troy, 80.47 feet to a point 25 feet westerly from the existing centerline of a city street known as Oakwood Avenue; thence, N. 26°-33' E., parallel with and 25 feet easterly of the existing centerline of Oakwood Avenue, 60.00 feet to a point; thence, S. 66°-19' W., through the lands of the City of Troy, 93.71 feet to the point of beginning.

Containing 3,004± square feet of land, more or less.

The bearings contained herein are based on Grid North for the East Zone of New York State (True North at 74°-20' West Longitude), as determined from solar observations from a field survey dated June 3, 2015 by William A. Wiley, Land Surveyor.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-J, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) CITY OF TROY Mailing address 433 RIVER STREET, SUITE 5000 City State ZIP code TROY NY 12180 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 14 - 6002472 Single member EIN or SSN
Grantee/Transferee <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Neudecker Carolyn A Mailing address 304 Oakwood avenue City State ZIP code Troy NY 12180 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
	381700	Oakwood Ave	TROY	RENSSELAER

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>EASEMENT</u>	Date of conveyance <table style="border: 1px solid black; width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;">2016</td> </tr> <tr> <td style="font-size: small;">month</td> <td style="font-size: small;">day</td> <td style="font-size: small;">year</td> </tr> </table>			2016	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % <i>(see instructions)</i>
		2016							
month	day	year							

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input checked="" type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input type="checkbox"/> Other (describe) _____ |
|--|--|---|

<i>For recording officer's use</i>	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
------------------------------------	--	---------------	--------------------

Schedule B -- Real estate transfer tax return (Tax Law, Article 31)

Part I -- Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.		
3.	0	00
4.	0	00
5.		
6.	0	00

Part II -- Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III -- Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____ Grantor signature	MAYOR _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED
CONVEYING OWNERSHIP OF A CITY-OWNED PARCEL TO TLC PROPERTIES, INC.**

WHEREAS, a certain parcel of property located at 678 Second Avenue was acquired by the City of Troy ("City") as a result of real property tax foreclosure proceedings; and

WHEREAS, the aforesaid parcel was disposed of by the private sale method; and

WHEREAS, the successful bidder on this parcel of property was an entity by the name of Lamar Advertising; and

WHEREAS, the private sale was approved by the City Council pursuant to Ordinance # 100 of 2015; and

WHEREAS, by reason of a corporate change prior to closing, the purchaser has requested the City to convey title to TLC Properties, Inc.

NOW, THEREFORE, IT IS RESOLVED that the Mayor is hereby authorized to execute and deliver to TLC Properties, Inc. a quitclaim deed conveying the aforesaid property substantially in the form of the quitclaim deed attached hereto.

Approved as to form, May 12, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

Pursuant to a real property tax foreclosure proceeding, the City acquired a vacant parcel of land located at 678 Second Avenue. The parcel was placed in the private sale pool of properties. The successful bidder on the property was an entity by the name of Lamar Advertising. The private sale was approved by the City Council pursuant to Ordinance # 100 of 2015. Pursuant to their corporate policy, Lamar Advertising has requested that the property be conveyed to their parent corporation, TLC Properties, Inc., that receives title to all properties used in their business. Such a transfer, as has been requested, cannot be done without City Council approval of the conveyance to a different grantee.

QUIT CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2016, between

The City of Troy, New York, a municipal corporation having its principal offices located at 433 River Street, Suite 5001, Troy, New York 12180, hereinafter referred to as "Grantor and Party of the First Part", and

TLC Properties, Inc., a Louisiana Corporation with its principal offices located at 5321 Corporate Blvd., Baton Rouge, Louisiana, 70808 hereinafter referred to as "Grantee and Party of the Second Part".

WITNESSETH

that the party of the first part in accordance with and pursuant to a Ordinance of the City of Troy City Council, and in consideration of the payment by the parties of the second part TEN DOLLARS and 00/100 (\$10.00), of all taxes due and owing on said premises, the receipt of which is hereby acknowledged, does hereby remise release and quitclaim unto the part of the second part, their heirs and successors and assigns of the party of the second part forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with buildings and improvements thereupon erected, if any, situate, lying and being in the 17th Ward of the City of Troy, County of Rensselaer and State of New York, bounded and described as follows:

Address: 678 Second Avenue
Ward & Plate: 1701270
Tax Map No.: 80.40-11-012.2
In-Rem Serial No.: BB0069

BEING one of the parcels taken by the City of Troy, New York by In-Rem tax foreclosure identified as:

All those certain tracts, pieces, lots or parcels of land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York described as follows:

Ward & Plate: 1701270: 678 Second Ave.; front footage 66.00 feet depth 120.00 feet; being the same premises described in Book 1800 of Deeds Page 88 in the Rensselaer County Clerk's Office and being the same premises in the 2005 City of Troy Assessment Rolls and Tax Map Number: 80.40-11-12.2. In Rem Serial No. BB0069 (Chaplin, Lynn).

RIGHT OF REACQUISITION: This conveyance is made upon the express condition that the property be in conformance with the building, housing and fire prevention codes of the City of Troy and the State of New York within six (6) months after the date or recording of this deed in the Office of the Rensselaer County Clerk, but if the purchaser, their successor, or assigns shall fail to comply with this condition, then the City of Troy shall have a right of reacquisition without refunding the purchase price. Subject to any and all enforceable liens, encumbrances and defects of record which existed on the date of conveyance.

Subject to all enforceable covenants, conditions, restrictions and easements of record, if any, as they may affect the above-described premises.

TOGETHER with the appurtenances and all estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs and assigns forever.

AND that in compliance with Section 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above-written.

In the presence of
Approved as to form,

THE CITY OF TROY, NEW YORK

Kevin P. Glasheen
Corporation Counsel

By: *Wm. Patrick Madden, Mayor*

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the ____ day of _____, 2016, before me, the undersigned, personally appeared *Wm. Patrick Madden*, Mayor of the City of Troy, 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 the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public, State of New York

WAIVER: Grantee(s) hereby expressly waive any and all defenses that may be available to grantee(s) in any action or proceeding to clear or quiet title to, or recover possession of, the property upon breach of the condition subsequent set forth in the right of reacquisition paragraph contained herein, including but not limited to, any action or proceeding to clear title pursuant to Article 15 action under the or action to recover possession of the property pursuant to Article 6 of the Real Property Actions and Proceedings Law. Grantee(s) hereby acknowledge and agree that this instrument shall be binding and enforceable against it, and its successors and/or assigns, and it will be estopped from raising any such defense in an action or proceeding to clear or quiet title to, or recover possession of, the property upon breach of the condition subsequent set forth in the right of reacquisition paragraph contained herein. Grantee(s) hereby expressly acknowledge and agree that this waiver had been entered into voluntarily and intelligently. Grantee(s), with their respective signatures below, hereby acknowledge and agree to all terms contained in the waiver paragraph and right of reacquisition paragraph, which terms shall be binding on Grantee(s) successors and/or assigns.

TLC PROPERTIES, LLC

By: _____
Matthew Duddy, Vice President, General Manager

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.:

On the ____ day of _____ 2016, before me personally came to me **MATTHEW DUDDY**, known 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 the instrument, the GRANTEE upon behalf of which he acted, executed the instrument knowingly and willfully and that he knows and understands the terms of the Reacquisition Clause and that he signed his name by like order.

Notary Public, State of New York

**Return and Record:
Lamar Advertising
2 Airport Park Blvd.
Latham, NY 12110
Attn: David Leavitt**

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES**

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

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sales are as follows:

PROPERTY	PURCHASER	PURCHASE PRICE
60 Northern Drive	Kristin Sweeter	\$17,000.00
678 Second Ave.	Lamar Advertising	\$100.00
37 115th St.	Dustin Mooney	\$1,500.00
535 Fifth Ave.	Harry Tutunjian	\$6,100.00
496 Third Ave.	Ahmed Fahim Khater	\$6,000.00
205 Fifth Ave.	Christine Lozo & Christopher Denuzio	\$5,000.00
3319 Sixth Ave.	Troy Community Land Bank	\$250.00
3320 Sixth Ave.	Troy Community Land Bank	\$250.00
3322 Sixth Ave.	Troy Community Land Bank	\$250.00

3324 Sixth Ave.	Kamran Realty LLC	\$3,000.00
3040 Sixth Ave.	PRIAM LLC	\$1,000.00
60 Middleburgh St.	Kenneth Youngs, Sr.	\$200.00
442 & 444 8th Street	Linden Layne	\$500.00
349 Eighth St.	Wisdom Works LLC/Bejian Century Supply	\$100.00
347 Eighth St.	Wisdom Works LLC/George Bejian	\$100.00
7 CPL William Dickerson Pl.	Linden Layne	\$500.00
365 First St.	Keith Kussler	\$5,000.00
104-106 Jackson St.	Naquana Wilson	\$7,500.00
Willow St.	576-580 4th St.	\$100.00
453 Madison St.	Laura Rabinow	\$5,000.00
28 Lincoln Ave.	Brad Lewis	\$1,500.00
Walker Ave. (North Of)	Spring Youth Baseball	\$100.00
33 Heyden Rd.	Phyllis Allen	\$20,000.00
48 Donegal Ave.	David Linen	\$28,500.00

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

Section 5. This Ordinance shall take effect immediately.

Approved as to form,

Ian H. Silverman, Esq., Corporation Counsel

October 15, 2015

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS
INSTITUTED BY FIRST NIAGARA BANK ON THE ASSESSMENT ROLL OF THE CITY OF
TROY**

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

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle the tax certiorari proceedings instituted by the following taxpayer as provided in a certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
First Niagara Bank	101.53-8-13/1	32 Second Street
	101.53-7-12.2	14 First Street
	101.53-13-1	42-48 Second Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy to revise the 2011 – 2014 assessment roll to reflect such changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, April 15, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: First Niagara Bank
 PROPERTY 32 Second Street (Parcel No. 101.53-8-13./1)
 14 First Street (Parcel No. 101.53-7-12.2)
 42-48 Second Street (Parcel No. 101.53-13-1)
 ATTORNEY: Robert Jacobson, Esq., Rochester

This is the former office and branch bank of First Niagara Bank located next to the Troy Savings Bank Music Hall. The three properties consist of a 14,250 square foot bank branch and office which is set back from 2nd Street and which also includes 10,496 square feet of basement area used for storage and mechanicals (Parcel No. 101.53-8-13./1); a .30 acre parcel with 30 parking spaces and a small security booth (Parcel No. 101.53-13-1) and a small parcel that is being discontinued (Parcel No. 101.53-7-12.2).

The First Niagara property is a condominium unit in a "condominium" that includes the Troy Music Hall. Under the terms of the condominium plan, the owner of the First Niagara parcel must also pay for the upkeep of the Troy Music Hall structure which presents a significant financial burden for the property.

Prior to the 2013 revaluation, this building had a market value of \$3.13 million in 2011 and 3.08 million in 2012 based upon the assessed value and then applicable equalization rate. In the revaluation process, the market value for the property was reduced by GAR to 1.58 million which then became the new assessed value. Both prior to and at the time of the GAR valuation the building was fully occupied by First Niagara and the 2013 valuation reflected that fact. Unfortunately, subsequent to the revaluation, First Niagara vacated the premises leaving the property vacant with no rental income. Although the property was subsequently marketed and listed, it sparked little market interest due to significant asbestos issues in the basement, limited parking and the associated financial burden of paying for upkeep of the Troy Music Hall. There was one offer of \$350,000 on the building that was withdrawn due to concerns regarding remediation costs associated with the building. There have been no other purchase offers on the building and the building remains vacant to date. At one point in the settlement negotiations, the Court had suggested that perhaps the City could take over the ownership of the building. Given the remediation problems and the associated financial burden of the maintenance of the Troy Music Hall, the City declined that proposal. First Niagara remains responsible for the upkeep of the Troy Music Hall which run approximately \$150,000 per year.

The assessments for the properties for the years at issue are as follows:

	Parcel	Address	Assessed Value	Market Value
2011	101.53-8-13./1	32 Second Street	\$432,140	\$3,131,449
	101.53-7-12.2	14 First Street	\$7,090	\$51,377

	101.53-13-1	42-48 Second Street	\$64,560	\$467,826
2012	101.53-8-13./1	32 Second Street	\$432,140	\$3,086,714
	101.53-7-12.2	14 First Street	\$7,090	\$50,643
	101.53-13-1	42-48 Second Street	\$64,560	\$461,143
2013	101.53-8-13./1	32 Second Street	\$1,580,000	\$1,580,000
	101.53-7-12.2	14 First Street	\$4,500	\$4,500
	101.53-13-1	42-48 Second Street	\$215,000	\$215,000
2014	101.53-8-13./1	32 Second Street	\$1,580,000	\$1,580,000
	101.53-7-12.2	14 First Street	\$4,500	\$4,500
	101.53-13-1	42-48 Second Street	\$215,000	\$215,000

In light of the unfavorable market developments, the Assessor reduced the assessment to \$350,000 in 2015.

During the pendency of these proceedings, the parties have been negotiating. In January 2013, First Niagara's attorney agreed to a settlement in which the assessed value would be set at \$750,000. He then backed out of the agreement, claiming that he had mistaken "assessed value" for "market value"

There is a trial scheduled for July 27, 2016 in this matter. First Niagara has filed an appraisal report by appraiser Christopher Harland based upon both a sales comparison and income capitalization approach that supports a value of \$570,000 for 2011, and \$340,000 for the remaining years. Because First Niagara claimed a higher value in the first two years of the litigation (\$1,043,816 and \$1,028,907 for first two years for office building), they are bound by those values as the minimum that they can settle at which was helpful to the City.

After protracted negotiations, First Niagara has agreed to a settlement in which it would waive the first year's refund from the City of Troy and statutory interest for all years. The values would be set as follows.

The following shows the refund liability under the settlement.

Year	Combined Original Market Value	Combined Settlement Market Value	Combined Assessed Value	Total Refund (with interest)	City refund
2011	\$3,599,275	\$1,199,758	\$165,567	\$97,072	\$25,193 - waived
2012	\$3,547,857	\$1,182,622	\$165,567	\$98,317	\$25,696
2013	\$1,795,000	\$340,000	\$340,000	\$60,335	\$16,063
2014	\$1,795,000	\$340,000	\$340,000	\$61,754	\$16,733
				\$317,477	\$58,492

By settling under this proposal, the City would save about \$33,000 (\$25,193 first year refund; \$6,208 in interest; \$1,900 in costs and disbursements that would be awarded by statute following trial).