

TROY CITY COUNCIL AGENDA
REGULAR MEETING
November 3, 2016
7:00 P.M.

Pledge of Allegiance
Roll Call
Good News Agenda
Vacancy List

Pursuant to § C-23 of the Troy City Charter Entitled "Public Forum", each Regular or Special meeting of the City Council shall include a period of time designated as a public forum, during which members of the public shall have the opportunity to address the Council on meeting agenda items and any other subject appropriate to the conduct of City government. (B) The structure of the public forum shall be set forth in the Council's rules of order, provided, however, that such rules do not abridge the following provisions: 1. The total time allotted for each speaker shall be at least five (5) minutes. 2. Public input on meeting agenda items must occur prior to the Council's consideration of such items. 3. No citizen of Troy, nor an attorney representing a citizen of Troy, shall be denied the right to speak. 4. The presiding officer of the meeting shall have sole discretion in limiting a speaker's remarks if they are deemed disruptive, obscene, or defamatory.

LOCAL LAW

ORDINANCES

- 72.** Ordinance Authorizing The Deputy City Comptroller To Close Completed Capital Projects. (Council President Mantello) (At The Request Of The Administration)
- 73.** Ordinance Authorizing The Deputy City Comptroller To Transfer Monies Between City Funds For The Local Share Of Capital Project. (Council President Mantello) (At The Request Of The Administration)
- 74.** Ordinance Authorizing The City To Accept Funds From The Capital Projects Fund To The General Fund For Surplus Funds From Historical Capital Projects. (Council President Mantello) (At The Request Of The Administration)
- 75.** Ordinance Amending The 2016 City Budget To Accept Funds From Rensselaer County Stop – DWI. (Council President Mantello) (At The Request Of The Administration)
- 76.** Ordinance To Approve And Ratify The Employment Memorandum Of Agreement Between The City Of Troy And The Troy Uniform Firefighters Association, IAFF, AFL-CIO. (Council President Mantello) (At The Request Of The Administration)
- 78.** Ordinance Authorizing And Directing Sales By The Proposal Sale Method Of City-Owned Real Properties. (Council President Mantello) (At The Request Of The Administration)
- 79.** Ordinance Amending The Code Of The City Of Troy, Chapter 141: Buildings, Article I: Building Code: § 141-9 Building Permit Fees; § 141-13 Charge For Demolition Of Buildings; § 141-14 Fee For Signs And Certification Letters; § 141-17 Certificate Of Occupancy And § 141-31 certificate Of Compliance. (Council President Mantello) (At The Request Of The Administration)

80. Ordinance Amending The Code Of The City Of Troy, Chapter 141: Buildings, Article I: Building Code, §141-20 Vacant Building Plan And Fees. (Council President Mantello) (At The Request Of The Administration)

81. Ordinance Authorizing Settlement Of Claim, To Wit: Samuel Ratley V. City Of Troy, Dominick Comitale And Brandon Cipperly, Index No.: 1:16 – CV – 0650. (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

98. Resolution Authorizing The Mayor To Finalize And Execute A Cooperative Agreement Between The Troy Police Department And The Drug Enforcement Administration. (Council President Mantello) (At The Request Of The Administration)

99. Resolution Authorizing The Mayor To Execute And Deliver An Easement Form The City Of Troy To Wolff's Biergarten, Troy, LLC. (Council President Mantello) (At The Request Of The Administration)

100. Resolution By The Troy City Council Approving And Endorsing The City Of Troy, NY In Its Application To New York State Office Of Community Renewal For Grant Funding Under The 2016 New York Main Street Technical Assistance Projects. (Council President Mantello) (At The Request Of The Administration)

TABLED LEGISLATION 2016

69. Resolution To Amend § 3 -103 G. Of The City Of Troy Procurement Policy. (Council President Mantello) **Tabled at 7-7-16 meeting**

57. Ordinance Amending The Code Of The City Of Troy, Chapter 124: Animals. (Council President Mantello) (At the Request of the Administration) **Tabled at 8-17-16 meeting**

61. Ordinance Amending The Code Of The City Of Troy, Chapter 247: Solid Waste. (Council President Mantello) (At the Request of the Administration) **Tabled at 9-8-16 meeting**

77. Ordinance Amending Prior Ordinances Duly Passed By The City Council Relating To The Sewer Rate From December 1975 Through December 9, 2014 Pursuant To The Troy City Code And The Rules And Regulations Of The Department Of Public Utilities To Increase The Sewer Rate From 85% To 100% Of The Water Bill Rate. (Council Member Kopka) (At The Request Of The Administration) **Tabled at the 10-19-16 Finance meeting. (referred to Public Utilities Committee)**

**ORDINANCE AUTHORIZING THE DEPUTY CITY COMPTROLLER TO CLOSE
COMPLETED CAPITAL PROJECTS**

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

- Section 1.** The City Comptroller's Office has reconciled all 31 open capital projects and determined the below projects are completed and can be closed:
1. 2003 Street Paving
 2. Sidewalk Improvement Program
 3. Downtown Traffic Signal Improvements
 4. Lower Congress Street & Ferry Street Reconstruction
 5. Water Plant Dehumidifier System
 6. Revaluation Project
 7. 2010 Street Paving
 8. 2011 Street Paving
 9. Siemens City Building
 10. 2012 Street Paving
 11. 2014 Street Paving

- Section 2.** The City of Troy General Fund and Capital Projects Fund are amended as set forth in Schedule A

Completed Capital Projects To Be Closed

which is attached hereto and made a part hereof

- Section 3.** This act will take effect immediately.

Approved as to form October 14, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance Authorizing The Deputy City Comptroller To Close Completed Capital Projects

Summary Of Ordinance:

In August of 2016 the City began reconciling projects that are in the Capital Projects Fund (the Fund). The need for this analysis has been cited in past audits issued by the City's independent auditors as well as by the State Comptroller's audit of the Financial Condition of the City and the subsequent City Council Corrective Action Plan (CAP) provided by Cusack & Company, CPAs LLC.

The City Comptroller's Office undertook this task by analyzing every project within the City that had an account balance, totaling 31 projects dating back to the year 2000. In doing this analysis the following resources were used:

1. Reimbursements received from funding sources for the projects
2. Payment vouchers for the projects
3. Spreadsheets detailing project expenditures
4. Spreadsheet detailing project reimbursements
5. Annual Update Documents submitted to the State Comptroller's Office from 1990 – 2015
6. Account ledgers from the City's accounting software
7. City Council legislation detailing project funding sources
8. Schedule of City bond legislation and issuances

The method to complete this reconciliation required reviewing each project individually rather than looking at the Fund as a whole. By doing this it allowed the City Comptroller's Office to reconcile each of the following items to ensure the accounting for the project was correct:

1. Project fund balance
2. Project expenditures
3. Project revenues
4. Project cash
5. Other project accounts

Subsequent to completing the reconciliation, a review of project expenditures and the date of which they were incurred was completed. This step was to determine if the projects were eligible to be closed or if they should remain active. This analysis was reviewed with the City's Planning, Engineering, and Mayor's Office to ensure that these projects were in fact completed. This resulted in eleven projects to be closed.

The final step in completing the reconciliation of the projects is to ensure that each project balance is zero. This means that all revenues and expenditures agreed for the project and there is no remaining cash, positive or negative. If a project was determined to have excess cash remaining then this cash will need to be returned to the originating fund. If a project was determined to have negative cash then cash would need to be provided by the originating fund to satisfy the project's accounting records. Schedule A illustrates a summary of how these funds are to be transferred in order to acknowledge these projects as completed and closed.

Schedule A

Completed Capital Projects To Be Closed

Section 1 - Projects With Surplus Cash

Project Name	Amount Of Surplus Cash	City Fund To Be Returned To
2003 Street Paving	3,403.01	General Fund
2003 Street Paving	5,346.28	Special Grants Fund
2010 Street Paving	3,957.95	General Fund
2011 Street Paving	194.44	General Fund
Seimans City Building	660.68	General Fund

Section 2 - Projects With Insufficient Cash

Project Name	Amount Of Insufficient Cash	City Fund To Provide Funding
Water Plant Dehumidifier System	14,657.01	Water Fund
2014 Street Paving	10.00	General Fund

Section 3 - Projects With No Cash Transfer Required

Project Name
Sidewalk Improvement Program
Downtown Traffic Signal Improvements
Lower Congress Street & Ferry Street Reconstruction
Revaluation Project
2012 Street Paving

Section 4 - Summary Of Impact On Cash Balance For City Funds

Fund Name	Total Inflow (Outflow)
General Fund	8,206.08
Special Grants Fund	5,346.28
Water Fund	(14,657.01)
Capital Projects Fund	1,104.65
Total	(0.00)

**ORDINANCE AUTHORIZING THE DEPUTY CITY COMPTROLLER TO TRANSFER
MONIES BETWEEN CITY FUNDS FOR THE LOCAL SHARE OF CAPITAL PROJECT**

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

Section 1. The City Comptroller's Office has reconciled all 31 open capital projects and determined the below projects are open but require additional funding for local share monies:

1. Bike Trail
2. Hedley Development

Section 2. The City of Troy General Fund and Capital Projects Fund are amended as set forth in Schedule A

Open Capital Projects Funding Amendments

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form October 14, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance Authorizing The Deputy City Comptroller To Transfer Monies Between City Funds For The Local Share Of Capital Projects

Summary Of Ordinance:

In August of 2016 the City began reconciling projects that are in the Capital Projects Fund (the Fund). The need for this analysis has been cited in past audits issued by the City's independent auditors as well as by the State Comptroller's audit of the Financial Condition of the City and the subsequent City Council Corrective Action Plan (CAP) provided by Cusack & Company, CPAs LLC.

The City Comptroller's Office undertook this task by analyzing every project within the City that had an account balance, totaling 31 projects dating back to the year 2000. In doing this analysis the following resources were used:

1. Reimbursements received from funding sources for the projects
2. Payment vouchers for the projects
3. Spreadsheets detailing project expenditures
4. Spreadsheet detailing project reimbursements
5. Annual Update Documents submitted to the State Comptroller's Office from 1990 – 2015
6. Account ledgers from the City's accounting software
7. City Council legislation detailing project funding sources
8. Schedule of City bond legislation and issuances

The method to complete this reconciliation required reviewing each project individually rather than looking at the Fund as a whole. By doing this it allowed the City Comptroller's Office to reconcile each of the following items to ensure the accounting for the project was correct:

1. Project fund balance
2. Project expenditures
3. Project revenues
4. Project cash
5. Other project accounts

Subsequent to completing the reconciliation of each of the above five steps a review of project expenditures and the date of which they were incurred was completed. The methodology for this step was to determine if the projects were eligible to be closed or if they should still be active. A list was prepared and then reviewed with the City's Planning, Engineering and Mayor's Office to ensure that these projects were in fact completed. This is how the eleven projects to be closed were determined.

In addition to recognizing funding overages or shortages in the completed projects, the City Comptroller's Office also reviewed the funding status for open projects. This corrects prior funding variances that exist in these open projects.

Schedule A

Open Capital Projects Funding Amendments

Section 1 - Projects With Insufficient Cash

Project Name	Amount Of Insufficient Cash	City Fund To Provide Funding
Bike Trail	18,788.88	General Fund
Hedley Development	364.31	General Fund

Section 2 - Summary Of Impact On Cash Balance For City Funds

Fund Name	Total Inflow (Outflow)
General Fund	(19,153.19)
Capital Projects Fund	19,153.19
Total	-

**ORDINANCE AUTHORIZING THE CITY TO ACCEPT FUNDS FROM THE CAPITAL
PROJECTS FUND TO THE GENERAL FUND FOR SURPLUS FUNDS FROM
HISTORICAL CAPITAL PROJECTS**

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

Section 1. The City has completed a detailed analysis and reconciliation of all open capital projects and found surplus funds provided by the General Fund to the Capital Projects Fund for historical projects.

Section 2. The City of Troy General Fund Budget and Capital Projects Fund are amended as set forth in Schedule A entitled:

General Fund & Capital Projects Fund Cash Transfer For Surplus Funding

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form October 14, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance Authorizing The City To Accept Funds From The Capital Projects Fund To The General Fund For Surplus Funding From Historical Capital Projects

Summary Of Ordinance:

In August of 2016 the City began reconciling projects that are in the Capital Projects Fund (the Fund). The need for this analysis has been cited in past audits issued by the City's independent auditors as well as by the State Comptroller's audit of the Financial Condition of the City and the subsequent City Council Corrective Action Plan (CAP) provided by Cusack & Company, CPAs LLC.

The City Comptroller's Office undertook this task by analyzing every project within the City that had an account balance, totaling 31 projects dating back to the year 2000. In doing this analysis the following resources were used:

1. Reimbursements received from funding sources for the projects
2. Payment vouchers for the projects
3. Spreadsheets detailing project expenditures
4. Spreadsheet detailing project reimbursements
5. Annual Update Documents submitted to the State Comptroller's Office from 1990 – 2015
6. Account ledgers from the City's accounting software
7. City Council legislation detailing project funding sources
8. Schedule of City bond legislation and issuances

The method to complete this reconciliation required reviewing each project individually rather than looking at the Fund as a whole. By doing this it allowed the City Comptroller's Office to reconcile each of the following items to ensure the accounting for the project was correct:

1. Project fund balance
2. Project expenditures
3. Project revenues
4. Project cash
5. Other project accounts

The City used this methodology and successfully completed the reconciliation of all 31 capital projects. At this time it was determined that there is a surplus of cash within the Fund. The City Comptroller's Office then analyzed Annual Update Documents from 1990 – 2015 to obtain a better understanding of where this surplus originated from. During this time period the City's General Fund had transferred in excess of \$30 million dollars to the Fund. The City used the following methodology to determine the funds to be transferred to the General Fund:

1. The City had contributed in excess of \$30 million dollars to the Fund for capital projects from the General Fund.
2. All debt issuances made in the time period of 1990 – 2000 had been paid for out of the General Fund.
3. All 31 capital projects had been reconciled entirely and will be satisfied

Transferring surplus funds remaining after the reconciliation allows for a clear, concise and accurate reflection of not only the Fund as whole, but also allows for this level of accounting at the individual project level. This is the first and most important step, of the reconciliation process. It will allow for the City Comptroller's Office to report properly on the financial status of each project. This will resolve a matter that has been a focal point of criticism over the last several years.

Schedule A
**General Fund & Capital Projects Fund Cash Transfer For Excess
Funding**

General Fund

Cash

A.0000.0200.0000.0202

1,080,586.11

Cash Pioneer General Fund Checking

Capital Projects Fund

Cash

H.0000.0200.0000.0215

(1,080,586.11)

Cash Pioneer Capital Projects Fund Checking

**ORDINANCE AMENDING THE 2016 CITY BUDGET TO ACCEPT FUNDS FROM
RENSSELAER COUNTY STOP - DWI**

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:

**2016 General Fund Budget Amendment
City of Troy Police Cadet Program**

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form October 13, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2016 Operating Budget to accept funds from Rensselaer County STOP – DWI.

Summary of Provisions: The Police Department will receive a sponsorship fee in support of the Troy Police Department's Cadet Post. As a result of this financial support the Troy Police Department's Cadets will participate in numerous events and activities and the Cadet Post uniforms will be outfitted with a Rensselaer County STOP – DWI patch to visually demonstrate the partnership and commitment to DWI education, awareness and enforcement.

Present Law: N/A

Overall Budget Fiscal Impact: None

SCHEDULE A

2016 General Fund Budget Amendment City of Troy Police Cadet Program

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Revenue - A522			
A3000.2260.0417			
Stop DWI / Buckle Up	\$ 13,000	600.00	13,600.00
Total Revenue Increase		<u>600.00</u>	
Expenditures - A980			
A3120.0423.0417			
Department of Public Safety			
Police Uniforms Cadet Program	\$ -	600.00	600.00
Total Expenditures Increase		<u>600.00</u>	

* or as previously revised

ORDINANCE TO APPROVE AND RATIFY THE EMPLOYMENT MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TROY AND THE TROY UNIFORM FIREFIGHTERS ASSOCIATION, IAFF, AFL-CIO

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

Section 1. The City of Troy and the Troy Uniform Firefighters Association, IAFF, AFL-CIO have negotiated the terms of a Memorandum of Agreement that is attached hereto as Exhibit A and made a part hereof and which extends and modifies a collective bargaining agreement that covered the period of time from 2007 – 2010, that was extended for the years 2011 – 2012 and by this Memorandum of Agreement is being extended and modified to cover the period of time from January 1, 2013 through December 31, 2016.

Section 2. The Troy Uniform Firefighters Association, IAFF, AFL-CIO by a duly conducted vote of its members has duly accepted and ratified the Memorandum of Agreement attached hereto as Exhibit A and shall be bound by the terms of said Memorandum of Agreement upon approval and ratification by the Troy City Council.

Section 3. The Troy City Council hereby approves and ratifies the aforesaid Memorandum of Agreement between the City of Troy and the Troy Uniform Firefighters Association, IAFF, AFL-CIO.

Section 4. This act shall take effect immediately.

Approved as to form October 14, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

MEMO IN SUPPORT

Over the past several months, the administration of the City of Troy ("City") and the Troy Uniform Firefighters Association, IAFF, AFL-CIO ("UFA") have been engaged in collective bargaining negotiations. Recently, on 9/7/16, the City and the UFA negotiating teams reached agreement and signed a Memorandum of Agreement setting forth the terms of the agreement. Subsequently, the membership of the UFA duly voted on the Memorandum of Agreement and ratified the agreement negotiated by the City and UFA teams. The Memorandum of Agreement was then referred to the City Council and its Public Safety Committee for explanation and discussion at a meeting of the Committee held on 10/11/13. By a vote of 3 – 2, a motion to bring the Memorandum of Agreement before the Council's Finance Committee was passed.

By way of background, the UFA members have been working without a labor contract since 12/31/12. Previously, the City and the UFA had negotiated a collective bargaining agreement that covered the time period from 1/1/2007 – 12/31/10. Thereafter, a Memorandum of Agreement between the City and the UFA extended and modified the terms of the 2007 – 2010 agreement for the period of time from 1/1/2011 – 12/31/12. The Memorandum of Agreement now before the Council's Finance Committee will extend and modify the terms of the 2007 – 2010 agreement to cover the period of time from 1/1/2013 – 12/31/2016.

The basic terms of the Memorandum of Agreement include the following:

- For the years 2013, 2014, 2015, 2016 there will be 0% salary increases;
- A new Step 7 with a salary increase of \$3,000 will be added to the salary structure of UFA for members who have completed 96 months of service as of 12/31/2016;
- The paramedic annual stipend will be increased by \$500 to bring their annual stipend to \$3,850;
- The EMT annual stipend will be increased by \$500 to bring their annual stipend to \$1,750;
- The parties will commence negotiations for a new agreement to include potential modifications to the Health Insurance Plan currently in place;
- Each member of the UFA employed as of 7/1/2016 shall be assured employment through 12/31/16 or until a successor bargaining is reached.

The agreement embodied in this Memorandum of Agreement provides significant advantages to the City for a number of reasons. First, the union members are accepting four years of 0% salary increases. Second, by accepting the 0% salary increases, potentially ruinous retroactive payments by the City for past salary increases that would also include overtime are avoided. Third, associated pension costs related to salary increases for that period are also avoided. Fourth, the additional step will only be available to approximately 50% of the Department.

Fifth, as a public safety union, the UFA is eligible for PERB mandatory interest arbitration. This agreement avoids the necessity of participating in not one but two such interest arbitration

proceedings with very significant related legal and financial expert expense and the ongoing uncertainty of what an arbitration panel might award. Further, even a modest 1% salary increase granted by an arbitration panel for the years involved would far exceed the additional costs associated with this agreement. Sixth, the retention of the no layoff clause should not result in significant economic harm to the City. Recently, the Fire Department has filled a significant number of vacancies in its authorized staffing levels. Reducing the number of firefighters in the TFD would succeed only in removing the newer lower paid members from the roster of firefighters. In turn, due to minimum staffing requirements, their positions would then be filled by more highly paid members thus driving up overtime costs.

In conclusion, the Memorandum of Agreement arrived at between the City and the UFA is an agreement that seeks to end a long stalemate between the City and an extremely significant component of the City's workforce in a manner that recognizes the very difficult economic realities facing the City. Accordingly, it is recommended that the City Council approve and ratify the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

Between

CITY OF TROY

and

**TROY UNIFORM FIREFIGHTERS
ASSOCIATION, IAFF, AFL-CIO**

The City of Troy ("City") and the Troy Uniform Firefighters Association, Local 86 International Association of Firefighters IAFF, AFL-CIO ("Union") are parties to a collective bargaining agreement with a stated term of January 1, 2007 through December 31, 2010 ("2007-2010 Collective Bargaining Agreement") and have extended that agreement with a Memorandum of Agreement for the period January 1, 2011 through December 31, 2012 ("2011-2012 Agreement"). Subject to approval by the Troy City Common Council and ratification by the Union, the parties hereby agree to modify the 2007-2010 Collective Bargaining Agreement as extended and modified by the 2011-2012 Agreement, and enter into a successor agreement as follows:

1. The term of the Successor Agreement shall be January 1, 2013 through December 31, 2016.
2. Article XVI, Section 1, and Schedule A shall be amended to reflect the following:

Effective December 31, 2016 one new top step will be added in the amount of \$3000.00. The new step will also be added to the base rate for Lieutenant and Captain effective December 31, 2016. The new step will be effective after the completion of 96 months of service. These adjustments will be reflected in the salary schedule attached as Schedule A.

3. Article XXIV and Schedule A shall be amended to reflect the following:

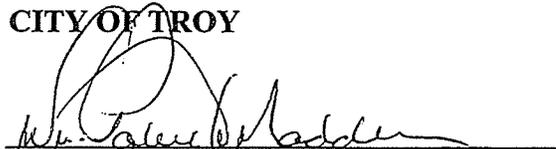
Effective July 1, 2016 the Paramedic stipend will be increased \$250.00 for a total of \$3600.00 per year. This \$250.00 increase will be payable in April, 2017. Effective July 1, 2016 the EMT stipend shall be increased \$250.00 for a total of \$1500.00 per year. This \$250.00 increase will be payable in April, 2017. Effective December 31, 2016 the Paramedic stipend will be increased an additional \$250.00 for a total of \$3850.00 per year. Effective December 31, 2016 the EMT stipend will be increased an additional \$250.00 for a total of \$1750.00 per year. These payments will be made in the normal course in 2017 and thereafter. These adjustments will be reflected in the salary schedule attached as Schedule A.

4. The parties agree to immediately commence negotiations for a new agreement to include potential modifications in the Health Insurance plans currently in effect.
5. There shall be no lay-offs of permanent employees. It being the intent of the parties that each and every member with permanent status of the Troy Uniformed Firefighters Association employed as of July1, 2016 shall be assured employment through December 31, 2016 or until a successor collective bargaining agreement is reached. Each member shall be continued in employment without reduction or diminution of benefits, regular schedule "A" wages, salary, premium pay and longevity.

6. Except as modified herein, all language and terms of the Collective Bargaining Agreement and any other agreements between the parties shall continue unchanged and are incorporated herein by reference which shall include incorporating any previous Memoranda of Agreement and other clarifications addressing contract language as is appropriate and agreed to by the parties.
7. The parties will prepare a new comprehensive document incorporating these changes into the successor collective bargaining agreement.
8. Each party agrees to support this tentative agreement in the ratification process.
9. This agreement is subject to legislative approval by the Troy City Council and ratification by the Union.

Dated: 09-07-2014

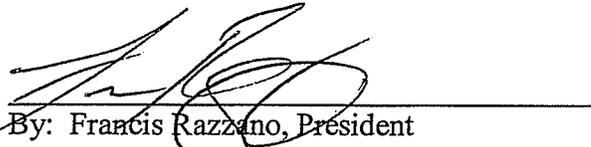
CITY OF TROY



Patrick Madden, Mayor

Dated: 9-7-2016

**TROY UNIFORM FIREFIGHTERS
ASSOCIATION, IAFF, AFL-CIO**



By: Francis Razzano, President

SCHEDULE "A"

1. Salary Schedule

A. Firefighter

	<u>1/1/12</u>	<u>12/31/16</u>
<u>Starting Rate</u>		
0- 6 Months	\$31,618	\$31,618
<u>Step 1:</u>		
7- 15 Months	\$33,169	\$33,169
<u>Step 2:</u>		
16- 30 Months	\$40,035	\$40,035
<u>Step 3:</u>		
31- 45 Months	\$43,242	\$43,242
<u>Step 4:</u>		
46- 60 Months	\$49,635	\$49,635
<u>Step 5:</u>		
61- 69 Months	\$53,366	\$53,366
<u>Step 6:</u>		
70- 95 Months	\$55,583	\$55,583
<u>Step 7:</u>		
96 + Months	\$55,583	\$58,583

B. Lieutenant

	<u>1/1/12</u>	<u>12/31/16</u>
Lieutenant	\$59,585	\$62,585

C. Captain

	<u>1/1/12</u>	<u>12/31/16</u>
Captain	\$63,890	\$66,890

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY
THE PROPOSAL 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 proposal 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:

Tax Map	Location	Description	Bidder's Name	Purchase Price
1. 70.65-3-7-11	315 Roosevelt Ave	1 Family Res	Aurora Ketchmore	\$7,500.00
2. 70.65-3-7.13	Roosevelt Ave (North of)	Res Vac Land	Daniel R Benoit	\$3,500.00
3. 70.82-3-5	40 Northern Drive	2 Family Res	Ross Martin & Steven	\$500.00
4. 80.32-5-2	26 123rd St	1 Family Res	Jason Alicea-Burgas	\$1,001.00
5. 80.39-2-2	708 First Ave	Manuf Housing	Joseph J Franze Jr	\$3,175.00
6. 80.56-5-7	581 Fifth Ave	1 Family Res	Linden Layne	\$2,500.00
7. 80.64-12-8	494 Sixth Ave	1 Family Res	Ross Martin & Steven	\$3,000.00
8. 90.46-2-10	71 Fifth Ave	Apartment	Troy Community Land Bank	\$250.00
9. 90.55-5-7	6 Stannard Ave	1 Family Res	Dalijah Demand	\$1,000.00
10. 90.71-2-23	3014 Seventh St	2 Family Res	Anna Jackson	\$2,500.00
11. 90.79-5-43	332 Ninth Street	1 Family Res	Kimberly A Mazor	\$1,000.00
12. 101.22-10-13	2423 Fifth Ave	Apartment	John Ambuhl	\$5,000.00

13. 101.30-12-4.1	16 Hutton St	3 Family Res	Anasha B Cummings	\$32,000.00
14. 101.69-8-8	207 Fourth St	Parking Lot	Finelli Development LLC	\$500.00
15. 101.71-6-32	1404 Fifteenth St	Vacant land	Angela T Grivas	\$1,000.00
16. 101.71-9-10	29 Fourteenth St	2 Family Res	Vartan Jerian	\$8,250.00
17. 101.71-12-4	1610 Highland Ave	4 unit	Vickie L Rosen	\$40,000.00
18. 101.72-3-3	1565 Tibbits Ave	2 Family Res	Vartan Jerian	\$53,750.00
19. 101.77-6-4	45 Havermans Ave	2 Family Res	Collar City Development LLC	\$500.00
20. 101.77-6-7	51 Havermans Ave	Vacant Land	Collar City Development LLC	\$100.00
21. 101.79-3-8	11 Prospect Ave	1 Family Res	Adam Siemiginowski	\$1,050.00
22. 101.79-3-13	1 Prospect Ave	2 Family Res	Jermaine Brown	\$1,200.00
23. 101.81-1-24.3	41 Cheryl Ct	1 Family Res	James Kromer	\$47,502.00
24. 112.21-3-16	300 Third St	2 Family Res	51 Campbell Ave, LLC	\$2,000.00
25. 112.21-11-2	351 Fourth St	Bar	Louis Narcavage	\$3,000.00
26. 112.70-2-1	Willis Street	Vac w/ improv	William E Barry	\$500.00
27. 112.70-6-8	30 Sheridan Ave	2 Family Res	Vickie L Rosen	\$25,000.00

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, October 11, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

ORDINANCE AMENDING THE CODE OF THE CITY OF TROY, CHAPTER 141: BUILDINGS, ARTICLE I: BUILDING CODE: §141-9 BUILDING PERMIT FEES; § 141-13 CHARGE FOR DEMOLITION OF BUILDINGS; § 141-14 FEE FOR SIGNS AND CERTIFICATION LETTERS; § 141-17 CERTIFICATE OF OCCUPANCY AND § 141-31 CERTIFICATE OF COMPLIANCE.

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

Section 1: §141-9 Building permit fees; § 141-13 Charge for demolition of buildings; § 141-14 Fee for signs and certification letters; § 141-17 Certificate of occupancy and § 141-31 Certificate of compliance are amended to add new matter underlined:

§ 141-9 Building permit fees.

[Amended 8-3-1978; 4-20-1982; 12-4-1986; 12-7-1989; 5-2-1991; 11-3-1994; 2-7-2002]

An approved permit for construction shall not be issued to the applicant until a fee based on the following table has been paid to the Director of Code Enforcement:

A.

Minimum charge of ~~\$50~~ \$100, up to \$1,000 value of work;

(1)

Plus ~~\$12~~ \$14 per \$1,000, from \$1,001 to \$10,000 value of work;

(2)

Plus ~~\$11~~ \$13 per \$1,000, from \$10,001 to \$100,000 value of work;

(3)

Plus ~~\$10~~ \$12 per \$1,000, from \$100,001 to \$1,000,000 value of work;

(4)

Plus ~~\$9~~ \$11 per \$1,000, from \$1,000,000 up value of work.

B.

An approved permit for the construction of a fence shall not be issued to the applicant until a fee based upon the following table has been paid to the Director of Code Enforcement:

(1)

Up to 100 linear feet: ~~\$25~~ \$50;

(2)

For 101 linear feet and up: ~~\$40~~ \$100;

(3)

For 201 plus linear feet: ~~\$50~~ \$150.

C.

An approved permit for the performance of electrical work shall not be issued to the applicant until a fee based upon the following table has been paid to the Director of Code Enforcement:

(1)

A minimum charge of ~~\$50~~ \$100, up to \$1,000 value of work;

(2)

Plus ~~\$12~~ \$14 per \$1,000, from \$1,001 to \$10,000 value of work;

(3)

Plus ~~\$11~~ \$13 per \$1,000, from \$10,001 to \$100,000 value of work;

(4)

Plus ~~\$10~~ \$12 per \$1,000, from \$100,001 to \$1,000,000 value of work;

(5)

Plus ~~\$9~~ \$11 per \$1,000, from \$1,000,000 up value of work.

D.

An approved permit for the performance of plumbing work shall not be issued to the applicant until a fee based upon the following table has been paid to the Director of Code Enforcement:

(1)

A minimum charge of ~~\$50~~ \$100, up to \$1,000 value of work;

(2)

Plus ~~\$12~~ \$14 per \$1,000, from \$1,001 to \$10,000 value of work;

(3)

Plus ~~\$11~~ \$13 per \$1,000, from \$10,001 to \$100,000 value of work;

(4)

Plus ~~\$10~~ \$12 per \$1,000, from \$100,001 to \$1,000,000 value of work;

(5)

Plus ~~\$9~~ \$11 per \$1,000, from \$1,000,000 up value of work.

E.

An approved permit for the installation of a pool shall not be issued to the applicant until a fee based upon the following table has been paid to the Director of Code Enforcement:

(1)

A minimum charge of ~~\$50~~ \$100, up to \$1,000 value of work;

(2)

Plus ~~\$12~~ \$14 per \$1,000, from \$1,001 to \$10,000 value of work;

(3)

Plus ~~\$11~~ \$13 per \$1,000, from \$10,001 to \$100,000 value of work;

(4)

Plus ~~\$10~~ \$12 per \$1,000, from \$100,001 to \$1,000,000 value of work:

(5)

Plus ~~\$9~~ \$11 per \$1,000, from \$1,000,000 up value of work.

F.

Renewal permits. If a project has not been completed within one year from the issuance of a building permit, then the applicant may obtain a renewal permit that would allow all terms and approvals of the original permit to remain in effect for one additional year. Renewal permits shall be issued only once per property and charged as follows:

(1)

Up to \$50,000: ~~\$40~~ \$100;

(2)

From \$50,001 to \$100,000: ~~\$50~~ \$150;

(3)

From \$100,001 to \$200,000: ~~\$100~~ \$200;

(4)

From \$200,000 to \$300,000: ~~\$200~~ \$250;

(5)

From \$300,001 and up: ~~\$250~~ \$300.

G.

Miscellaneous permits. When it is determined by the Director of Code Enforcement that a permit is required for proposed work, and such work is deemed to be not included in the permit categories enumerated hereinbefore, then a fee of ~~\$50~~ \$100 will be charged for such permit. This fee will apply in instances when work is performed not in conjunction with the construction of a building and where a zoning permit is required for a use which does not entail construction.

§ 141-13 Charge for demolition of buildings.

[Amended 8-3-1978; 4-20-1982; 5-2-1991; 11-3-1994]

An approved permit for demolition shall not be issued to the applicant until a fee based on the following table has been paid to the Director of Code Enforcement for the demolition of each structure:

Square Feet of Gross**Floor Area at Ground Level Fee**

<u>Up to 500 (minimum charge)</u>	\$75 <u>\$125</u>
<u>501 - 1,000</u>	\$150 <u>\$200</u>
<u>1,001 - 2,000</u>	\$300 <u>\$350</u>
<u>2,001 - 3,000</u>	\$425 <u>\$500</u>
<u>3,001 and up</u>	\$750 <u>\$800</u>

§ 141-14 Fee for signs and certification letters.

[Amended 5-4-1978; 8-3-1978; 5-2-1991; 12-3-1992; 11-3-1994; 2-7-2002]

A.

A sign or similar display or advertising medium that is attached to or is supported by the building, which projects wholly or in part over the public right-of-way, shall be subject to a fee of \$50 upon its erection. This \$50 fee shall be due annually thereafter on January 1 of each succeeding year, and this fee is payable to the Director of Code Enforcement each year until said is removed.

B.

A fee of ~~\$25~~ \$50 per property address shall be charged for all requested certification letters, including certifications with regard to flood zones and use and occupancy classifications.

§ 141-17 Certificate of occupancy.

[Amended 3-2-1995]

A.

No building hereinafter erected shall be occupied or used in whole or in part until completed in accordance with the plans and specifications filed with the building permit application and until a certificate of occupancy has been issued by the Director of Code Enforcement.

B.

No building hereinafter altered, extended, enlarged or worked upon, requiring the issuance of a building permit, where the alterations, extension, enlargement or work shall be of such a nature as to constitute, before its completion, a hazardous condition which shall endanger the lives of

persons or the occupants, shall be used or occupied until the Director of Code Enforcement has issued a certificate of occupancy.

C.

It is the duty of the Director of Code Enforcement to make or direct to have made by his/her representative an examination and inspection of the building in question during its construction work and, at its completion, to satisfy himself/herself that the work has been done in a safe manner and in conformity with the plans and specifications filed when the building permit was issued, and in accordance with this article.

D.

When the final inspection has been made, and he/she is satisfied that the work has been completed in accordance with the Uniform Fire Prevention and Building Code and all applicable ordinances, then he/she shall issue a certificate of occupancy within 10 days of such application. This certificate shall be dated, give the name of the project and certify that the work has been done in conformity with applicable building laws and regulations. The certificate shall indicate the address of the building and the use or uses for which the structure was made.

E.

Where the Director of Code Enforcement has reasonable doubt as to the safety of the structure or any part thereof, then he/she may require that the same be subjected to reasonable tests or investigation to make sure of the structural safety or compliance with the Uniform Fire Prevention and Building Code. He/She may require documentary proof of strength or certain materials or require the registered architect or professional engineer in charge of the job to provide affidavits concerning the workmanship or materials or design of any or all parts of the building. No certificates shall be issued until all work is in conformity.

F.

No person or persons shall occupy any vacated business space with any business until a certificate of occupancy is obtained from the Bureau of Code Enforcement.

G.

Whenever a new business use is established within an existing building or a discontinued business is re-established, a work permit must be obtained and, at a minimum, an interior inspection must be made to ascertain if the business space in question is maintained in compliance with the requirements of Article II of this chapter, notwithstanding that the proposed business may not be receiving financial assistance from the City of Troy. This requirement shall not be construed to repeal, modify or constitute an alternative to any applicable legislation that contains more stringent requirements including, but not necessarily limited to, Chapter 285, Zoning, of this Code or the State Uniform Fire Prevention and Building Code. If alterations, repairs or other construction is proposed to be done, said work permit must include that scope of work also, if it would usually require a work permit. Then, upon determination by the Bureau of Code Enforcement that the business space is in compliance with Article II of this chapter and other applicable codes, if any, said certificate of occupancy will be issued, and the business may commence operations. The certificate of occupancy or a facsimile thereof shall be permanently displayed in a location that is readily visible from outside the primary entrance to the business.

H.

The term "business," as used herein, is intended to "include any nonresidential use or occupancy."

I.

Fee. A \$50 fee for the certificate of occupancy will be collected at the time the building permit is issued.

§ 141-31_Certificate of compliance.

[Amended 10-3-1991]

A.

Any owner of a residence as defined in Article II of Chapter 285, Zoning, of this Code, except for single-family detached residences, having been convicted within the previous two years of a violation of this Code arising out of his/her ownership or maintenance of any residence, shall obtain a certificate of compliance for each change of use as defined in Chapter 285, Zoning, and for each change in tenancy of ownership. No such owner shall permit a change of use or of tenancy or ownership without a certificate of compliance.

B.

Such certificate of compliance shall be issued by the Bureau of Code Enforcement after inspection and shall certify that the residence and the proposed use thereof complies with the provisions of this Code and the New York State Uniform Fire Prevention and Building Code.

C.

~~All certificates of compliance shall be applied for with the Bureau of Code Enforcement, which shall charge an inspection fee of \$35 for each inspection made.~~

All certificates of compliance shall be applied for with the Bureau of Code Enforcement, which shall charge an inspection fee of \$75 for the first unit and \$50 for each additional unit. Once the unit or units are in compliance a \$50 fee will be charged for the certificate.

D.

The Bureau of Code Enforcement shall provide written notification of this section to every owner subject to the provisions by personal delivery or registered mail, return receipt requested. It shall maintain a record of such notification and of all certificates of compliance issued, and copies shall be furnished upon request to any person having a proprietary or tenancy interest in any residence affected.

E.

Notwithstanding any other provision of law, every person, firm or corporation who shall violate any provision of this section shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than one year, or both.

[Amended 10-2-2003 by L.L. No. 4-2003]

Section 2. This Ordinance shall take effect 30 days after approval by the Council.

Approved as to form, August 9, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

Code enforcement has been conducting a review of its fee structures relating to various matters over which it exercises supervision. Among other things, Code Enforcement has been evaluating the level of fees that are long since outdated. Some of the fees were last set in 1978 and others were last set in 2002. This Code amendment provides a new proposed fee schedule that is intended to update the fees charged by the City in order to more accurately reflect the current cost to the City of City personnel providing the necessary review and supervision of various types of activities. The updated fee structure is also reflective of fees being charged by other municipalities in the area for similar services and activities.

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY, CHAPTER 141:
BUILDINGS, ARTICLE I: BUILDING CODE, §141-20 VACANT BUILDING PLAN
AND FEES**

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

Section 1. §141-20 Vacant Building plan and fees is amended to add new matter underlined:

§141-20 Vacant Building plan and fees.

[Amended 5-3-2001 by Ord. No. 2-2001]

A.

The owner of a vacant building shall file a plan explaining how he/she will comply with § 141-21C(2) and (3) below and shall pay an initial fee of \$250. The fee shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs of the City in monitoring the vacant building site.

[Amended 4-3-2008 by Ord. No. 5; 11-5-2009 by Ord. No. 4; 6-3-2010 by Ord. No. 5; 9-6-2012 by Ord. No. 3]

B.

The plan shall be filed and the registration fee shall be paid no later than 30 days after the building becomes vacant, as defined above. Thereafter, an annual fee shall be due and payable on January 1 of each year that the building remains vacant.

[Amended 5-3-2012 by Ord. No. 5; 9-6-2012 by Ord. No. 3]

C.

The fee shall be paid in full prior to the issuance of any building permits, with the exception of a demolition permit.

D.

The Bureau of Code Enforcement shall maintain a separate file for each vacant building and shall include in the file any property-specific written statements from community organizations, other interested parties or citizens, regarding the history, problems, status or blighting influence of a vacant building.

E.

Any person violating any provision of the Vacant Building Registry or providing false information to the Bureau of Code Enforcement shall be guilty of a violation and, upon conviction, be subject to a fine of \$250 or imprisonment of up to 15 days, or both such fine and imprisonment.

F.

Any person who fails to file a plan within the time required by this article or any person who, having filed a plan, fails to follow such plan, will cause the City to spend greater resources to administer the Vacant Building Registry and to monitor the vacant building site. Consequently, the Director of the Bureau of Code Enforcement, in addition to the authority to prosecute the

offense of a criminal violation as set forth in Subsection E above, may determine that an additional registration fee should be assessed against the owner of a vacant building. Such additional fee shall cover the increased costs to the City of administering the Vacant Building Registry and of monitoring the vacant building site caused by persons failing to timely file a plan or failing to follow their filed plan, but in no event may such additional fee be set at more than \$1,000. Prior to the imposition of an additional fee, the Director of the Bureau of Code Enforcement or his/her designee shall give the building owner notice of alleged failure and of his/her intent to assess an increased fee and shall accord the building owner an opportunity to be heard at an administrative hearing held in accordance with due process of law. Actual notice is not required, but notice shall be given in a way determined to be reasonably calculated to give the owner actual notice.

G.

[1] Annual fees.

[Added 11-5-2009 by Ord. No. 4; amended 6-3-2010 by Ord. No. 5; 5-3-2012 by Ord. No. 5]

(1)

If the building remains vacant, each January 1 following the initial registration the owner shall pay an annual fee as follows:

[Amended 9-6-2012 by Ord. No. 3]

(a)

The fee for the first year shall be ~~\$500~~ \$1,000 and paid pursuant to § 141-20B.

(b)

The fee for the second year shall be ~~\$1,000~~ \$1,500 and paid pursuant to § 141-20B.

(c)

The fee for the third year shall be ~~\$1,500~~ \$2,500 and paid pursuant to § 141-20B.

(d)

The fee for the fourth ~~and each succeeding~~ year shall be ~~\$2,000~~ \$3,500 and shall be paid pursuant to § 141-20B.

(e)

The fee for the fifth and each succeeding year shall be \$5,000 and shall be paid pursuant to § 141-20B.

(2)

Vacant building fees for buildings of 5,000 square feet or greater shall be doubled.

[1]

Editor's Note: Former Subsection G, regarding repair of a vacant building by the owner, was repealed 9-6-2012 by Ord. No. 3. This ordinance also redesignated former Subsections H, I, and J as Subsections G, H, and I, respectively.

H.

Waiver of fees.

[Added 5-3-2012 by Ord. No. 5; amended 9-6-2012 by Ord. No. 3]

(1)

The owner of a vacant property may apply for a waiver of the fee imposed under paragraph G above, through the Bureau of Code Enforcement, upon demonstrating compliance with the following conditions:

(a)

Said property owner is in compliance with § 141-21C(5) of the City Code and the completed and signed Vacant Building Checklist is on file with the Bureau of Code Enforcement;

(b)

Said property owner, if owning other properties in the City of Troy, is in full compliance with all applicable codes at those locations and is current in all taxes collectible by the City;

(c)

Said property owner shall add the City of Troy as an additional named insured and alternate payee for property insurance; and

(d)

Said property owner must submit to the City of Troy a written plan detailing any and all work to be done during the duration of the applied-for waiver, including a scope of work, photographic documentation of proposed work area(s), project schedule and cost estimate of work to be undertaken. Said work plan shall be reviewed by the Bureau of Code Enforcement for approval and issuance of a building permit. As the goal of this waiver is to encourage investment in vacant properties, the owner must obtain a certificate of occupancy or certificate of compliance on or before the termination date of the waiver. It is also the owner's responsibility to submit to the Bureau of Code Enforcement a quarterly reporting form, due within 10 days of the close of each calendar quarter, detailing the work accomplished in the preceding three-month period, including photographic documentation and receipts for labor and materials. The reporting form will be compared to the previously submitted work plan for compliance with the request for the waiver. Should it be determined that the submitted report does not meet the criteria set forth in the owner-submitted work plan, and the Bureau of Code Enforcement revokes the waiver, the owner may appeal the decision to the Deputy Mayor and City Engineer. Code enforcement reserves the right to conduct a visual inspection of the property to verify completed work. Failure to comply with any of these provisions will result in the revocation of the waiver and the assessment of all unpaid vacancy fees; or

(e)

If the said property is being listed for sale, the owner shall provide proof to the Bureau of Code Enforcement each month during the waiver period that the vacant property is listed for sale with a licensed real estate broker (copy of MLS listing is suitable proof), and that a realty sign is installed and visible and the property is being advertised in a minimum of five Internet placements. Additionally the property must be listed for a reasonable price (not to exceed 135% of the full value assessment). Failure to comply with any of these provisions will result in the revocation of the waiver and the assessment of all unpaid vacancy fees.

(2)

The granting of the waiver does not relieve said property owner from any other property maintenance and code compliance responsibilities. Should the property for which the waiver was granted be found in violation of other code requirements during the waiver period, the property is subject to being cited under the City Code.

(3)

Such waiver application shall be submitted by October 1 of the year prior to the waiver's effective date and be in effect for a length not to exceed one year. Notwithstanding the issuance of said waiver, the scheduled fee increases as set forth in Subsection G above shall remain in place.

I.

All unpaid fees imposed on or after the effective date of this subsection shall be added to the annual City tax levy for each affected property.

[Added 5-3-2012 by Ord. No. 5]

Section 2. This Ordinance shall take effect 30 days after approval by the Council.

Approved as to form, August 10, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

A recurring problem in the City is the presence of a large number of vacant buildings. Previously, the City had created a Vacant Building registry and an annual fee to be paid for each vacant building. The fee started at \$500 and increased by \$500 per year until it reached \$2,000 per year in the fourth year and remained at that level thereafter.

This amendment calls for increased vacancy building fee structure that increases by \$500 per year in years one through four and then adds an increased fee of \$5,000 per year in Year five and thereafter. It is hoped that the increased fee structure will change the economics of allowing buildings to remain vacant for extended periods of time and incentivize owners of vacant buildings to rehabilitate such buildings and convert them into used and useful properties that will help to enhance adjacent property and the neighborhood in general.

The additions to Sec. 141-45 relating to the depth of footings and Sec. 141-56 relating to key boxes are changes mandated by the International Building Code that has now been introduced into New York.

ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT: SAMUEL RATLEY v. CITY OF TROY, DOMINICK COMITALE AND BRANDON CIPPERLY, INDEX NO.: 1:16 – CV – 0650

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

Section 1. The above-named Plaintiff has commenced an action in Federal District Court for the Northern District of New York seeking recovery pursuant to 42 u.s.c. § 1983 for unlawful detention, excessive use of force, false arrest and imprisonment, malicious prosecution; failure to intervene and protect; violation of equal protection right under the 14th Amendment of the U.S. Constitution, Monell claims against the City of Troy for failure to implement policies and practices to avoid violations of constitutional rights, negligent hiring and failure to train and supervise employees and for punitive damages.

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 the issuance of the settlement payment.

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

Section 4. This ordinance shall take effect immediately.

Approved as to form October 14, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

MEMO IN SUPPORT

This action arises out of an incident that occurred on the evening of 8/8/13. At that time, Officers Dominick Comitale and Brandon Cipperly either were patrolling and /or responded to a complaint of loud music on Ingalls Ave. There was loud music playing at 61 Ingalls Ave. As the police approached, the residents went inside and shouted profanities at the officers.

In the meantime, the Plaintiff, Samuel Ratley, was sitting with two of his friends across the street at 62 Ingalls Ave. talking with each other. According to the Plaintiff, he and his friends were not playing loud music and were not disturbing others when Officer Comitale crossed over the street to the Plaintiff and his friends. According to the Plaintiff, Officer Comitale told that they better not make any noise and he better not have to come back there. The Police account differs and claims that they were playing loud music.

In any event, the interaction between Officer Comitale and the Plaintiff degenerated into a physical altercation. Plaintiff, who was about 5'7" tall and weighed about 150 lbs., was placed under arrest. Officer Comitale used physical force to effectuate the arrest. According to the Plaintiff, the Officer shoved him against a wall and kned him several times before forcing him to the ground and shoving his face in the dirt and kneeling him in the back. Apparently, the altercation spread and it required the assistance of other police officers to quell the disturbance. As a result of this incident, Plaintiff sustained a broken thumb, and various bruises and abrasions to his head, face and shoulder and torso. He also claims to have lost a week from work due to his injuries.

Following his arrest, Mr. Ratley was transported to the Police Station. He was arraigned and then placed in jail. Officer Comitale charged the Plaintiff with a violation of the noise ordinance, resisting arrest, 2d degree assault on a police officer and a violation of the open container ordinance. Plaintiff alleges that the noise violation was a total fabrication on the part of Officer Comitale. Plaintiff was released on bail the next day from jail. That same evening, he was ticketed for having tinted windows on his car. Two days later he was again ticketed for having tinted windows and also for disobeying a traffic sign. Plaintiff claims that he had been driving this car for three years and had never been so ticketed previously.

The charges against Mr. Ratley were tried in Troy City Court before a jury. The jury acquitted Plaintiff of the noise violation charge and the charge of resisting arrest. The charge of 2d degree assault was dismissed in the interests of justice by the Court. Plaintiff was found guilty of an open container violation and was fined \$100.

Plaintiff's complaint in Federal District Court is troublesome on a couple of fronts. First, it lays out an accurate recitation of prior lawsuits involving Officer Comitale and claims of fabrication of charges, false arrest and the use of excessive force. Second, the complaint also provides references to a number of other 42 U.S.C. 1983 cases that have involved TPD officers. Third, the complaint also alleges a Monell claim against the City with claims of failure to have adequate policies and procedures in place to prevent violations of civil rights, negligent hiring and a failure to properly train and supervise TPD officers based on the above lawsuits.

Like all Sec. 1983 cases, this case presents the potential for both a damage award to the Plaintiff and the award of Plaintiff's attorney fees. Further, the case exposes the City to serious legal expense in defending the City. Magistrate Judge Stewart, who is very experienced in Sec. 1983 cases, was aware of the prior cases against Officer Comitale and is requiring the City to retain separate counsel to represent him. Thus, the City will have two sets of attorneys representing the City. Further, if the Monell claim

were to be advances against the City, Judge Stewart indicated that that would be tried separately from the other Sec. 1983 claims. Thus, we could have two trials in the same case further driving up legal costs.

The Court conducted a settlement conference on the case on 10/13/16 before Magistrate Judge Stewart. As a result of settlement negotiations under the supervision of and with the assistance of Judge Stewart, the parties agreed to a settlement in the amount of \$19,000 in light of the facts and complications of this case.

Given all of the circumstances, we believe that this settlement is in the best interests of the City and recommend approval of this ordinance authorizing the settlement.

RESOLUTION AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE TROY POLICE DEPARTMENT AND THE DRUG ENFORCEMENT ADMINISTRATION

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (“DEA”) and the Troy Police Department (“TPD”) wish to enter into a cooperative agreement regarding actions intended to deal with the use and abuse of controlled substances in the Capital District, including the City of Troy; and

WHEREAS, the use and abuse of controlled substances and illicit drug trafficking have a substantial and detrimental effect on the health and general welfare of persons in the Capital District and the City of Troy; and

WHEREAS, the DEA wishes to create a joint task force with cooperating police agencies in the Capital District seeking to, among other things, disrupt the illicit drug traffic in narcotics and dangerous drugs in the Capital District by immobilizing targeted violators and drug trafficking organizations; and

WHEREAS, the formation of such a task force facilitates the efforts to disrupt illicit drug trafficking which crosses multiple municipal boundaries in the Capital District and enhance the efforts of local municipal police departments to disrupt such illicit drug trafficking; and

WHEREAS, pursuant to this agreement, the TPD will detail one experienced officer to DEA Task Force for a period of not less than two years; and

WHEREAS, pursuant to the agreement, the DEA will provide some financial support for certain expenditures related to the participation of a TPD officer as a member of the DEA Task Force.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to finalize and sign the State and local Task Force Agreement substantially in the form attached hereto.

Approved as to form, October 11, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

MEMO IN SUPPORT

An ongoing and well-known problem in the Capital District generally and the City of Troy ("City") is the illegal trafficking in narcotics and dangerous drugs. These illegal activities have a very substantial and detrimental effect on the health and general welfare of the citizens of Troy as well as causing other related criminal acts and contributing to neighborhood blight.

The U. S. Drug Enforcement Administration ("DEA") is in the process of forming a DEA Task Force that will be comprised of DEA agents and police officers from several local police agencies in the Capital Region. The goals of the DEA Task Force include the following:

- To disrupt the illicit drug traffic in the Capital District area by immobilizing targeted violators and trafficking organization;
- To gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- To conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that Task Force activities will result in successful prosecutions.

The Troy Police Department ("TPD") wishes to participate in this Joint Task force in order to bring greater forces to bear on drug trafficking that operates across many municipal jurisdictional boundaries. The utilization of a Task Force and a regional approach constitute a force multiplier in this effort.

This inter-municipal agreement provides that the TPD will detail one experienced officer to be assigned to the Task Force for a period of not less than two years. The DEA will be lead agency and the TPD officer will be deputized as a DEA Task Force Officer. The TPD will continue to pay the officer's salary and benefits. The DEA cover various administrative expenses and, subject to funding, overtime wages up to a certain limit. The TPD will also be eligible to receive a share of the assets seized as a result of Task Force investigations.

Chief Tedesco believes that participation in the DEA Joint Task Force will enhance the ability of the TPD to combat illegal drug trafficking in Troy. Accordingly, it is recommended that this resolution be approved by the City Council.

Albany District Office and
Troy Police Department

STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this first day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Troy Police Department (hereinafter "TPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Capital District area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New York, the parties hereto agree to the following:

1. The DEA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Capital District area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs;
and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New York.
2. To accomplish the objectives of the DEA Task Force, the TPD agrees to detail one (1) experienced officer to the DEA Task Force for a period of not less than two years. During this period of assignment, the TPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The TPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The TPD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the DEA Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and TPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items. TPD will provide its officer with a vehicle for performance of the officer's investigative duties, and DEA will pay for fuel.

6. During the period of assignment to the DEA Task Force, the TPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due him/her. DEA will, subject to availability of funds, reimburse the TPD for overtime payments made by it to the officer assigned to the DEA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,753.00), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*
7. In no event will the TPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The TPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The TPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The TPD shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
10. The TPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The TPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The TPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the TPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the TPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. Assets seized during FY17 Task Force investigations will be forfeited under 21 U.S.C. § 881 and will be shared equitably among the 11 Task Force members, in accordance with the *Attorney General's Guidelines on Seized and Forfeited Property* (the "*Attorney General's Guidelines*") and the *U.S. Department of Justice Guide to the Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* (the "*Guide*"), and as set forth below:

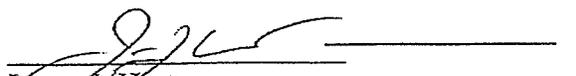
Albany Police Department	7.27 %
Columbia County Sheriff's Office	7.27 %
New York State Police	7.27 %
Rensselaer County Sheriff's Office	7.27 %
Saratoga County Sheriff's Office	7.27 %
Saratoga County District Attorney's Office	7.27 %
Saratoga Springs Police Department	7.27 %
Schenectady Police Department	7.27 %
Troy Police Department	7.27 %
Washington County Sheriff's Office	7.27 %
Warren County Sheriff's Office	7.27 %

The applicable federal equitable sharing decision maker will determine if proceeds from a seized asset are to be equitably shared with a non-Task Force agency, based upon the non-Task Force agency's participation in the seizure and forfeiture of that asset. Proceeds shared with the non-Task Force agency will be deducted from the net forfeited proceeds (as defined in the *Attorney General's Guidelines*) available for sharing among the Task Force members. The percentages listed above will be adjusted to account for the non-Task Force agency's equitable share and to also ensure the Department of Justice (DOJ) receives a minimum share of 20% of the total net forfeited proceeds.

14. All parties to this Agreement acknowledge, however, that the disposition of assets forfeited under Federal law is within the discretionary authority of DOJ.

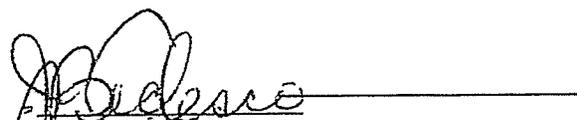
15. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2017. This agreement may be terminated by either party on 30 days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by TPD during the term of this agreement.

For the Drug Enforcement Administration:


James J. Hunt
Special Agent in Charge
New York Division

Date: 9-20-16

For the Troy Police Department:


John F. Tedesco
Chief

Date: October 3, 2016

For the City of Troy

Wm. Patrick Madden, Mayor

Date: _____

MODIFICATION OF
STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
NEW YORK DIVISION
AND
Troy Police Department
PROGRAM-FUNDED - STATE AND LOCAL TASK FORCE AGREEMENT

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Troy Police Department. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 15, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

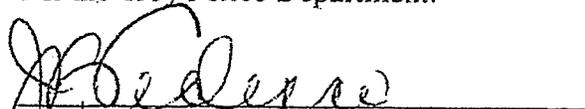
For the Drug Enforcement Administration:



James J. Hunt
Special Agent in Charge
New York Division

Date: 9-20-16

For the Troy Police Department:



John F. Tedesco
Chief

Date: 10-3-16

City of Troy

Wm. Patrick Madden, Mayor

Date:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA

Albany District Office, CDDETF
10 Hastings Drive, Latham, NY 12110

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Troy Police Department
Timothy Haskins

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

DEA, Albany District Office, CDDETF

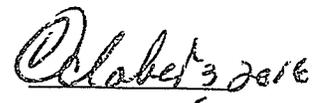
4. Typed Name and Title of Authorized Representative

John F. Tedesco, Chief, Troy Police Department

5. Signature



6. Date



RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER AN EASEMENT FROM THE CITY OF TROY TO WOLFF'S BIERGARTEN, TROY, LLC

WHEREAS, Wolff's Biergarten, Troy, LLC, is a welcome addition to the Downtown Commercial District in the City of Troy ("City"), and

WHEREAS, Wolff's occupies a highly visible location at the intersection of King Street and Federal Street and a successful business at that location is an important asset to the City; and

WHEREAS, the City has also been working with a developer regarding a condominium project in the area immediately adjacent on the north of Wolff's; and

WHEREAS, Wolff's has need of the use of a small area for the placement of dumpsters that is sufficiently distant from its outdoor patio area on Federal Street so as not to detract from the enjoyment of patrons utilizing the patio area; and

WHEREAS, the City is the owner of a paper street located a short distance to the east of the Wolff's premises; and

WHEREAS, there is a small 10' by 20' area available along the easterly border of Laundry Place that will provide space for the dumpsters but will not interfere with access for emergency vehicle in the event that the condominium project is developed; and

WHEREAS, the easement contains conditions requiring the enclosure of the dumpsters and the preservation of access to the easement area for City utilities, if needed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to execute and deliver a permanent easement from the City to Wolff's substantially in the form of the easement attached hereto.

Approved as to Form, October 13, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

MEMO IN SUPPORT

Wolff's Biergarten, Troy, LLC has followed on the success of a similar bar/restaurant business in Albany and opened a similar business in Troy at the intersection of King Street and Federal Street. This is a particularly important commercial location as it a highly visible corner location for traffic coming into the City via the Troy – Green Island Bridge and a vacant building at that location would tend to create a negative impression for visitors. It is also encouraging that the City of Troy (“City”) is working with a developer to potentially build condominiums immediately to the north of the Wolff's premises which would constitute a tremendous improvement in a previously unattractive area of King St.

An issue that arose in the development of this proposed project and Wolff's operations was the need for a permanent location for dumpsters to serve the needs of Wolff's or similar businesses at the 2 King Street that would not interfere with a planned access route into the proposed project. An additional problem was that Wolff's has an outdoor patio area and the dumpsters would need to be at a location sufficiently distant from the patio area so as not to render the patio area either unattractive or unusable.

The proposed easement meets the needs of the parties and will hopefully advance the proposed project and render the 2 King St. location very amenable to restaurant/bar type businesses. It provides access for Wolff's to a small 10' by 20' area located along the easterly edge of a City-owned paper street commonly known as Laundry Place for the placement of two dumpsters. The placement of the dumpsters will not interfere with emergency vehicle access to the proposed condominium project. The dumpsters will be located at sufficient distance from the Wolff's patio area to avoid detracting from the use of the patio area. The terms of the easement require the dumpsters to be contained within an enclosure that will shield them from traffic passing by along Federal Street. The easement also preserves the City's access to the easement area for the installation of utilities, if necessary

In view of the above considerations, it is recommended that this resolution be approved.

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,
Grantor

And

Wolff's Biergarten, Troy, LLC. , with its principal offices located at 2 King Street, Troy, New York 12180; its successors or assigns, **Grantee**

WITNESSETH: that the Grantor, in consideration of ONE DOLLAR (\$1.00), lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, its heirs, successors and/or assigns,

A PERMANENT EASEMENT for a dumpster(s) measuring no more than a total of 10 ft. by 20 ft. situate in the City of Troy, County of Rensselaer, and State of New York, located as described as Exhibit "A" that is attached hereto and made a part hereof.

SUBJECT, however, to the following conditions:

1. The Grantee is permitted to use the delineated area for the placement of a dumpster or dumpsters and an enclosure for said dumpsters.
2. The Grantee shall construct a permanent enclosure for the dumpster(s) that will be of sufficient dimensions to block the view of the dumpster(s) when not being accessed for the discarding of trash or the removal of the dumpster(s) for emptying and/or return of same. Grantee shall not construct any buildings or structure on the easement area other than the aforesaid enclosure for the dumpster(s).
3. The Grantee will maintain the area in and around the dumpster(s) in a clean and orderly manner so as not be a nuisance or a detriment to the adjoining neighborhood.

4. The Grantee's use of the easement area shall not interfere with the ability of the Grantor's emergency vehicles to access a twenty foot (20') wide portion of Laundry Place immediately adjacent to the west of the easement area.

5. Grantor reserves the right to safely access the easement area in order to maintain, repair or replace City utilities that may be currently in place or to install utility facilities that may be needed in the future without obstruction. In the event that the dumpster(s) or related equipment should need to be moved temporarily to facilitate the City's work, such removal shall be at Grantee's expense.

6. The Grantee agrees to indemnify, defend and hold harmless Grantor against all loss, damage, liability, cost and expense for personal injuries or death and/or property damage including environmental damage, directly or indirectly arising out of, or caused by, incurred during, or in any way connected with the use of the rights granted herein to Grantee or which is caused by any act, omission, negligence or misconduct by Grantee including its agents, employees, guests, successor and/or assigns.

SUBJECT to any existing Right-of Way, Easements, Conditions or Restrictions.

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 his hand, the date first above written.

Wolff's Biergarten, Troy, LLC

By: _____

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

On the ___ day of _____ 2016, before me personally came to me _____ 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 names by like order.

Notary Public

R&R
City Hall
Corporation Council
433 River St. Suite 5001
Troy, New York 12180

RESOLUTION BY THE TROY CITY COUNCIL APPROVING AND ENDORSING THE CITY OF TROY, NY IN ITS APPLICATION TO NEW YORK STATE OFFICE OF COMMUNITY RENEWAL FOR GRANT FUNDING UNDER THE 2016 NEW YORK MAIN STREET TECHNICAL ASSISTANCE PROJECTS

WHEREAS, the City of Troy desires to apply for grant funding from the Office of Community Renewal under the direction of the Housing Trust Fund Corporation for a New York Main Street Technical Assistance Project (NYMS-TA) through the 2016 Consolidated Funding Application (CFA); and

WHEREAS, the application requests funding to stimulate reinvestment in mixed-use (commercial, civic and residential) “main street” buildings and neighborhoods; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the City of Troy seeks to create historic preservation guidelines; and

WHEREAS, the maximum project award shall be no greater than \$20,000 for any single project; and

WHEREAS, NYMS will provide up to 95 percent of the total project costs with a minimum five percent match which is expected to be provided by Troy’s project partners and in-kind services provided by City of Troy employees; and

WHEREAS, the application requires that the applicant obtain the approval/endorsement of the governing body of the municipality in which the project will be located; and

NOW, THEREFORE, BE IT RESOLVED that the Troy City Council of the City of Troy, NY approves and endorses the City of Troy’s application for funding from the Office of Community Renewal under the direction of the Housing Trust Fund Corporation for a New York Main Street Technical Assistance Project for twenty thousand dollars (\$20,000) and, upon such approval of said request, to provide 5% matching funds through Troy’s grant partners and in-kind services by City of Troy employees, and enter into and execute a project agreement/s with the Office of Community Renewal under the direction of the Housing Trust Fund Corporation or the applicable party for such financial assistance to the City of Troy, NY.

Approved as to form, October 11, 2016

Kevin P. Glasheen, Esq., Corporation Counsel

Memo In Support

2016 New York Main Street Technical Assistance Program Grant

Excerpted from the Grant guidelines: The New York Main Street Program (NYMS) is administered by the Office of Community Renewal under the direction of the Housing Trust Fund Corporation (HTFC). HTFC contracts with New York State Homes and Community Renewal to administer the Corporation's activities and manage its affairs. NYMS provides funds to stimulate reinvestment in properties located within mixed-use commercial districts in New York State, consistent with Article 26 of the Private Housing Finance Law. The NYMS Technical Assistance Projects (NYMS-TA) grant program offers financial assistance to municipalities and not-for-profits up to \$20,000. The activities that qualify for funding by NYMS-TA include 1) building reuse and feasibility analysis and 2) design guidelines.

The City of Troy intends to apply for a NYMS-TA grant for \$20,000 to be utilized for the creation of historic preservation guidelines. The grant application requires the City to obtain the approval and endorsement of the governing body of the municipality in which the project is located. This resolution approves, endorses and authorizes the City to apply for a \$20,000 grant to the NYMS-TA, and if such grant is awarded, to execute the necessary agreement(s) to receive such assistance.