

**TROY CITY COUNCIL  
REGULAR MEETING  
December 1, 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**

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**ORDINANCES**

**84.** Ordinance Amending The 2016 City Budget To Transfer Funds Within The General Fund Budget Lines. (Council President Mantello) (At The Request Of The Administration)

**85.** Ordinance Authorizing The City To Create A Capital Project And Amending The 2016 City Budget To Transfer Funds Within The Sewer Fund Budget And Capital Projects Fund To Allow Funding For Capital Project . (Council President Mantello) (At The Request Of The Administration)

**RESOLUTIONS**

**103.** Resolution Recognizing And Commending H&V Collision Center Of Troy For Their Donation Of Three Cars To Three Veterans, Along With Other Service By H&V To Veteran Organizations. (Council President Mantello, Council Members Kopka and Sullivan-Teta)

**104.** Resolution Authorizing The Mayor To Finalize And Execute A Second Amendment To A Site Agreement Between The City Of Troy and STC Five, LLC Relating To A Cell Tower Site At The City Of Troy Water Filtration Plant. (Council President Mantello) (At The Request Of The Administration)

105. Resolution Authorizing The Mayor To Finalize And Execute An Agreement Between The City Of Troy And The Firm Of LandArt Studio NY Landscape Architecture, PLLC Relating To The Powers Park Rehabilitation Project. (Council President Mantello) (At The Request Of The Administration)

106. Resolution Authorizing The Mayor To Finalize And Execute An Agreement Between The City Of Troy And The County Of Rensselaer Relating To Oakwood Avenue Snow Removal. (Council President Mantello) (At The Request Of The Administration)

107. Resolution Authorizing The Mayor To Finalize And Execute a Memorandum of Agreement Between The City Of Troy And Oakwood Property Management, LLC To Connect To The City Of Troy's Sanitary Sewer System. (Council President Mantello) (At The Request Of The Administration)

108. Resolution Directing That A Memorial Be Erected At The Troy Police Department Annex Located At 1700 6th Avenue To Acknowledge The Honorable Service And Dedication Of Past And Present Members Of The Troy Police Department. (Council Members Ashe McPherson, Council President Mantello, Council Members McGrath, Gulli, Kopka, Bodnar, Donohue, Sullivan-Teta and Doherty)

109. Resolution Recognizing The 120<sup>th</sup> Anniversary Of Troy Chromatics Concerts And The Contribution Of The Chromatics Concerts To The Art And Culture Of The City Of Troy And The Capital Region. (Council Members Kopka, Council President Mantello, McGrath, Gulli, Sullivan-Teta, Bodnar, Ashe-McPherson, Donohue and Doherty)

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#### **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 President Mantello and Council Member Kopka) (At The Request Of The Administration) **Tabled at 10-19-16 meeting. Tabled at 11-21-2016 Public Utilities meeting)**

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**VACANCY LIST  
(December 2016)**

<b>Department</b>	<b>Title</b>	<b>No.</b>
A1315 Comptroller-Admin	Head Account Clerk	1
A1440 Engineering	City Engineer	1
	Engineering Aide	1
A1490 City Services-Admin.	Commissioner of General Services	1
	Solid Waste Mgmt. Specialist	1
A1620 DPW/Fac. Maintenance	Bldg. Maintenance Supervisor	1 (eff. 12/17/16)
A3120 Police	Police Officer	4
	Data Entry Machine Operator	1
A3410 Fire	Firefighter	2
	Fire Captain	1 (eff. 12/03/16)
A3620 Code Enforcement	Asst. Code Inspector	1
A5110 DPW-Streets	Street Supervisor	1
A8022 Planning/CDBG	Director of Housing & Community Development	1
F8340 DPU/Trans. & Dist.	Sr. Water Maintenance Person I	1
	Laborer	1
G8120 DPU/Sanitary Sewers	Laborer	1

**ORDINANCE AMENDING THE 2016 CITY BUDGET TO TRANSFER FUNDS  
WITHIN THE GENERAL FUND BUDGET LINES**

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

Section 1. The City of Troy 2016 GENERAL FUND BUDGET is herein amended and set forth in Schedule "A" entitled:

**November 2016 Budget Transfers – Code Enforcement**

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form November 15, 2016

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Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

**Title:** Ordinance amending the 2016 General Fund Budget appropriations.

**Summary of Provisions:** This legislation is being initiated by the administration and will transfer funds from certain accounts within the General Fund.

**Present Law:** N/A

**Purpose:** The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1<sup>st</sup> and the City Council passes the budget in December. The several hundred expense categories contained in the 2016 budget are estimates of those expenses made in 2015 for 2016.

**Overall Budget Fiscal Impact:** None.

# Schedule A

## Novemeber 2016 Budget Transfers - Combined Sewer Overflow (CSO) Capital Project

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
<b>Sewer</b>					
Interfund Transfers	G.9950.0998.0000.0000	Debt Service Fund	1,502,500.00	(1,502,500.00)	-
Interfund Transfers	G.9950.0900.0000.0000	Capital Fund	-	1,502,500.00	1,502,500.00
		<b>Total General Fund Budget Expenditure Increase</b>		<u>-</u>	
<b>Capital Projects</b>					
CSO Project	H.0000.5031.0624.0000	Interfund Transfers	-	1,502,500.00	1,502,500.00
		<b>Total Capital Projects Fund Budget Revenue Increase</b>		<u>1,502,500.00</u>	
CSO Project	H.1620.0200.0624.0000	Equipment & Capital Outlay	-	1,502,500.00	1,502,500.00
		<b>Total Capital Projects Fund Budget Expenditure Increase</b>		<u>1,502,500.00</u>	
		<b>Net Change In Capital Projects Fund</b>		-	

**REQUEST FOR TRANSFER OF BUDGET FUNDS  
CITY OF TROY, NEW YORK**

Transfer No. \_\_\_\_\_

A TRANSFER OF FUNDS FOR THE Bureau of Contract and Procurement IN THE 2016 BUDGET IS REQUESTED TO BE MADE AS FOLLOWS:

<u>FROM</u>		<u>TO</u>	
BUREAU:	<u>Code Enforcement</u>		<u>Code Enforcement</u>
ACCT. NAME:	<u>Training Expenses</u>		<u>Other Supplies &amp; Materials</u>
ACCT. NO:	<u>A 3620-410</u>		<u>A 3620-303</u>
CURRENT APPROPRIATION:	\$ <u>3,100.00</u>		\$ <u>820.00</u>
AMOUNT ENCUMBERED:	\$ <u>0.00</u>		\$ <u>0.00</u>
AMOUNT TO BE TRANSFERRED:	\$ <u>3,100.00</u>		\$ <u>3,100.00</u>
REVISED APPROPRIATION:	\$ <u>0.00</u>		\$ <u>3,920.00</u>

NEW ACCOUNT: Y OR N

- A. PURPOSE OF TRANSFER: To pay for copier for the Code Office
- B. SOURCE OF FUNDS: (1) BUDGET ITEM DELETED OR EXPENSE AVOIDED:  
Training was done on site this year and reduced over all cost

(2) EXTENT OF THIS DELETION ON DEPARTMENT'S FUNCTION: None

REQUESTED BY:   
DEPARTMENT HEAD

11/14/16  
DATE

UNENCUMBERED FUNDS AVAILABLE:  
AVAILABLE: YES XX NO \_\_\_\_\_

DATE: \_\_\_\_\_  
AUDITED: \_\_\_\_\_  
CITY AUDITOR  
DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
BUDGET DIRECTOR

CITY COUNCIL APPROVAL: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DEPUTY COMPTROLLER  
DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
MAYOR



## Schedule A

### November 2016 Budget Transfers - Code Enforcement

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General					
Code Enforcement	A.3620.0410.0000.0000	Training	3,100.00	(3,100.00)	-
Code Enforcement	A.3620.0408.0000.0000	Dues & Subscriptions	600.00	(600.00)	-
Code Enforcement	A.3620.0303.0000.0000	Other Materials & Supplies	820.00	3,700.00	4,520.00
<b>Total General Fund Budget Expenditure Increase</b>				<u>          </u>	<u>          </u>

**Footnote:**

a) Transfer of funds to allow the Department of Code Enforcement to purchase a new copier

**ORDINANCE AUTHORIZING THE CITY TO CREATE A CAPITAL PROJECT  
AND AMENDING THE 2016 CITY BUDGET TO TRANSFER FUNDS WITHIN  
THE SEWER FUND BUDGET AND CAPITAL PROJECTS FUND TO ALLOW  
FUNDING FOR CAPITAL PROJECT**

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

**Section 1.** The establishment of a Capital Project entitled “Combined Sewer Overflow.”

**Section 2.** The City of Troy 2016 SEWER FUND BUDGET and CAPITAL PROJECTS FUND BUDGET are herein amended and set forth in Schedule “A” entitled:

**November 2016 Budget Transfers – Combined Sewer Overflow (CSO)  
Capital Project**

which is attached hereto and made a part hereof

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

Approved as to form November 16, 2016

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Kevin Glasheen, Corporation Counsel

**MEMO IN SUPPORT**

In the City's ongoing review of its accounting records and the Capital Projects Fund it was determined that the Combined Sewer Overflow (CSO) Project should have been established within the Capital Projects Fund.

This ordinance authorizes the Deputy City Comptroller to create a project within the Capital Projects Fund for the CSO Project and provides funding for the project. The funding will be provided for by amending the Sewer Fund Budget to allow for an interfund transfer to be made from the Sewer Fund to the Capital Projects Fund, amending the original budget where the transfer was to be made to the Debt Service Fund.

ORD #85

## Schedule A

### November 2016 Budget Transfers - Combined Sewer Overflow (CSO) Capital Project

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Sewer					
Interfund Transfers	G.9950.0998.0000.0000	Debt Service Fund	1,502,500.00	(1,502,500.00)	-
Interfund Transfers	G.9950.0900.0000.0000	Capital Fund	-	1,502,500.00	1,502,500.00
<b>Total General Fund Budget Expenditure Increase</b>				<u>0</u>	
<b>Capital Projects</b>					
CSO Project	H.0000.5031.0624.0000	Interfund Transfers	-	1,502,500.00	1,502,500.00
<b>Total Capital Projects Fund Budget Revenue Increase</b>				<u>1,502,500.00</u>	
CSO Project	H.1620.0200.0624.0000	Equipment & Capital Outlay	-	1,502,500.00	1,502,500.00
<b>Total Capital Projects Fund Budget Expenditure Increase</b>				<u>1,502,500.00</u>	
<b>Net Change In Capital Projects Fund</b>				-	

**RESOLUTION RECOGNIZING AND COMMENDING H&V COLLISION CENTER OF TROY FOR THEIR DONATION OF THREE CARS TO THREE VETERANS, ALONG WITH OTHER SERVICE BY H&V TO VETERAN ORGANIZATIONS**

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**WHEREAS**, the City of Troy has a proud heritage and is fortunate to be home to businesses, organizations and institutions that contribute greatly to the daily life of those who live and work in the Collar City; and

**WHEREAS**, one of these businesses is H&V Collision Center of Troy, which operates a location on Oakwood Avenue, along with six other locations in upstate New York; and

**WHEREAS**, our nation is fortunate to have been protected by the service of many veterans who have given so much to protect and defend our country during our history, and Troy has been to be the home of many veterans and their families who have given so much for America; and

**WHEREAS**, H&V Collision Center recognizes the tremendous value of these contributions by our veterans, and today proudly employs a number of veterans; and

**WHEREAS**, along with employing veterans, H&V Collision has also donated over a dozen vehicles in recent years to veterans and people facing medical, health or other challenges and needs, and H&V has recently been recognized in the region for their support of veterans and veteran organizations; and

**WHEREAS**, on August 6, H&V Collision, with GEICO and other partners, teamed up to donate three vehicles to combat veterans at a Tri-City ValleyCats game, with representatives of veteran organizations, community groups and local elected officials in attendance for the presentation; and

**WHEREAS**, the presentation of vehicles to the veterans on August 6 by H&V marks the 14<sup>th</sup>, 15<sup>th</sup> and 16<sup>th</sup> vehicles donated by H&V to veterans and other individuals facing special challenges; and

**WHEREAS**, this body recognizes and appreciates the value of the generous contribution by H&V Collision Center and GEICO to these three veterans; and

**WHEREAS**, this body also is desirous of recognizing H&V's efforts to employ veterans and wishes to encourage other businesses and organizations in Troy to employ veterans who have already given so much to defend and protect our country; and

**NOW, THEREFORE, BE IT RESOLVED**, this body hereby joins to recognize and commend H&V Collision Center for their valuable and generous donation of three vehicles to three veterans in August 2016, and to also recognize the ongoing contributions made by H&V in employing veterans and supporting veteran organizations; and

**BE IT FURTHER RESOLVED**, that the Clerk of this Body is hereby directed to transmit a certified copy of this resolution to H&V Collision Center.

Approved as to form, October 27, 2016

Kevin P. Glasheen Esq., Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE A SECOND AMENDMENT TO A SITE AGREEMENT BETWEEN THE CITY OF TROY AND STC FIVE, LLC RELATING TO A CELL TOWER SITE AT THE CITY OF TROY WATER FILTRATION PLANT**

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**WHEREAS**, the City of Troy ("City") and Sprint Spectrum LP ("SSLP") originally entered into a site agreement SSLP leased an area of 1600 sq. ft. at the City's Water Filtration Plant located at 75 Water Plant Road for the construction and operation of a cell tower site; and

**WHEREAS**, a successor in interest to SSLP, Spectrum Realty Company, LP ("SRC") entered into a First Amendment to the Site Agreement with the City relating to the aforementioned cell tower site; and

**WHEREAS**, a successor in interest to SRC, STC FIVE, LLC now wishes to enter into a Second Amendment to the Site Agreement with the City relating to the aforementioned cell tower site and extending the lease period; and

**WHEREAS**, this Second Amendment to the Site Agreement will extend the term of the lease agreement by adding four additional five year periods extending the agreement to November 20, 2041; and

**WHEREAS**, this Second Amendment will increase the annual rental rate to \$18,000 per year and include a one-time payment of \$10,000 to the City; and

**WHEREAS**, the other lease terms include a 20% rental escalator at the commencement of each five year period and a 50% share provision for lease payments from any other companies renting space on the cell tower.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Mayor is hereby authorized to finalize and execute a Second Amendment Agreement between the City and STC Five, LLC substantially in the form of the agreement attached hereto.

Approved as to form, November 15, 2016

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Kevin P. Glasheen Esq., Corporation Counsel

## MEMO IN SUPPORT

For a number of years, the City of Troy ("City") has leased a 1600 sq. ft. area of land located at the Filtration Plant site to different communications companies. The original lessee was Sprint Spectrum L.P. The current lessee, STC FIVE LLC wishes to enter into a Second Amendment to the Site Lease agreement that would extend the lease period for four additional five year periods. The lease rate is increased initially to \$18,000 per year. This represents an approximate 30% increase in the annual rental rate. The lease rate is then increased by an additional 20% at the commencement of each five year period. In the event that STC FIVE LLC is able to lease space on the cell tower to other communication providers, the City will receive 50% of the lease income. Finally, the City will receive a \$10,000 payment upon the sign of the Second Amendment. As this Second Amendment Agreement will increase revenue derived from City- owned property, it is recommended that the Resolution be approved.

SECOND AMENDMENT TO PCS SITE AGREEMENT  
(BU 874648)

THIS SECOND AMENDMENT TO PCS SITE AGREEMENT ("Second Amendment") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF TROY, ("Owner") and STC FIVE LLC, a Delaware limited liability company ("STC Five LLC"), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

WHEREAS, Owner and SSLP entered into a PCS Site Agreement last executed November 21, 1996 (as amended and assigned, the "Agreement"), whereby Owner leased to SSLP a portion of land being originally described as an approximately 1,600 square feet portion of that property (said leased portion being the "Site") located at 75 Water Plant Road (Tax Parcel #70.-7-7.1), Troy, in Rensselaer County, New York, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in that certain Memorandum of PCS Site Agreement recorded in Book 3101, Page 304 in the Rensselaer County Clerk's Office; and

WHEREAS, Owner and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSRC"), successor in interest in the Agreement to SSLP, entered into that First Amendment to PCS Site Agreement dated February 21, 2003 ("First Amendment"); and

WHEREAS, STC Five LLC is the successor-in-interest in the Agreement to SSRC; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the term of the Agreement commenced on November 21, 1996, and has an original term, including all Renewal Terms, that will expire on November 20, 2021 ("Original Term"), and Owner and STC Five LLC now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and STC Five LLC agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference, "SSLP" shall be replaced throughout the Agreement with "STC Five LLC".
2. Section 2 of the Agreement is amended by replacing "four" with "eight (8)", thereby adding four (4) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to November 20, 2041, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this Second Amendment, on November 1, 2016, annual rent shall increase to Eighteen Thousand Dollars (\$18,000.00) per year. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Agreement. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on or about the same date.

4. Section 6 of the Agreement, as amended by Section 5 of the First Amendment, is amended by replacing STC Five LLC's notice addresses with the following notice address:

If to STC Five LLC:                   STC Five LLC  
  c/o Crown Castle USA Inc.  
  General Counsel  
  Attn: Legal-Real Estate Department  
  2000 Corporate Drive  
  Canonsburg, Pennsylvania 15317-8564

5. As additional consideration for amending the Agreement in accordance with this Second Amendment, STC Five LLC agrees to pay to Owner Ten Thousand Dollars (\$10,000.00) within sixty (60) days of full execution of this Second Amendment by both parties.

6. A new Section 16 is added to the end of the Agreement stating the following:

**16. Right of First Refusal.** If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in this Agreement, or an option for any of the foregoing, Owner shall provide written notice to STC Five LLC of said offer, and STC Five LLC shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine STC Five LLC's possessory or economic interest in the Site. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If STC Five LLC does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If STC Five LLC declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and STC Five LLC's right of first refusal shall survive any such conveyance. STC Five LLC shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after

STC Five LLC's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

7. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to STC Five LLC as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Owner owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of STC Five LLC arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon STC Five LLC's request, Owner shall discharge and cause to be released (or, if approved by STC Five LLC, subordinated to STC Five LLC's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

(d) Upon STC Five LLC's request, Owner shall cure any defect in Owner's title to the Site which in the reasonable opinion of STC Five LLC has or may have an adverse effect on STC Five LLC's use or possession of the Site.

(e) STC Five LLC is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by STC Five LLC under the Agreement.

(f) Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by STC Five LLC to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure STC Five LLC's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

8. STC Five LLC reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. STC Five LLC shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

9. IRS Form W-9. Owner agrees to provide STC Five LLC with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by STC Five LLC. In the event the Site is transferred the succeeding Owner shall have a duty at the time of such transfer to provide STC Five LLC with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in.

rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after STC Five LLC's request shall be considered a default and STC Five LLC may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Owner and STC Five LLC, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and STC Five LLC have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

OWNER:

City of Troy

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Owner and STC Five LLC have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

STC FIVE LLC:

STC Five LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company,  
Its Attorney-in-Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Prepared out of State.

Return to:  
Crown Castle  
1220 Augusta, Suite 500  
Houston, Texas 77057

Tax Parcel: 70.-7-7.1

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT ("Amended Memorandum") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF TROY ("Owner"), with a mailing address of 433 River Street, Suite 5001, Attn: Office of City Comptroller, Troy, New York 12180, and STC FIVE LLC, a Delaware limited liability company ("STC Five LLC"), successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Owner and SSLP entered into a PCS Site Agreement last executed November 21, 1996 (as amended and assigned, the "Agreement"), whereby Owner leased to SSLP a portion of land being originally described as an approximately 1,600 square feet portion of that property (said leased portion being the "Site") located at 75 Water Plant Road (Tax Parcel #70.-7-7.1), Troy, in Rensselaer County, New York, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement. The Agreement is evidenced by, and the Site is described in that certain Memorandum of PCS Site Agreement recorded in Book 3101, Page 304 in the Rensselaer County Clerk's Office; and

WHEREAS, Owner and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSRC"), successor in interest in the Agreement to SSLP, entered into that First Amendment to PCS Site Agreement dated February 21, 2003 ("First Amendment"); and

WHEREAS, STC Five LLC is the successor-in-interest in the Agreement to SSRC; and

Site Name: Troy Filtration Plant  
BU: 874648  
PPAB 3446543v1

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the term of the Agreement commenced on November 21, 1996, and has an original term, including all Renewal Terms, that will expire on November 20, 2021 ("Original Term"), and Owner and STC Five LLC now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Owner and STC Five LLC made and entered into a Second Amendment to PCS Site Agreement of even date herewith ("Second Amendment") and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Owner does hereby lease and grant unto STC Five LLC, its successors and assigns, the Site for four (4) additional five (5)-year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of forty-five (45) years, expiring on November 20, 2041, unless sooner terminated as provided in the Agreement.
2. The description of the Site is recorded in that certain Memorandum of PCS Site Agreement recorded in the Clerk's Office in Book 3101, Page 305, the legal description provided therein being attached hereto as Exhibit A.
3. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to STC Five LLC of said offer, and STC Five LLC shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine STC Five LLC's possessory or economic interest in the Site. The details of the right of first refusal granted to Tenant in the Second Amendment are provided in the Second Amendment.
4. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the STC Five LLC.





Exhibit A

**Legal Description**

Property located in RENSSELAER, NY

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

All that certain plot, piece or parcel of and, together with the buildings and improvements thereon, situate, lying and being in the City of Troy, (formerly Village and Town of Lansingburgh), County of Rensselaer and State of New York being more particularly bounded and described as follows:

BOUNDED NORTHWESTERLY by Oil Mill Road and lands conveyed to Lansingburgh Masonic Temple Association (Liber 1586, Page 212);  
NORTHEASTERLY and EASTRLY by lands conveyed to Gordon B. Hughes (Liber 1511, Page 145), Newchannels Corp. (Liber 1339, Page 894), the division line between the City of Troy and Town of Brunswick and Leverssee Road;  
SOUTHERLY and WESTERLY by Northern Drive, also known as route 142.



Crown Castle  
301 North Cattlemen Road, Ste 200  
Sarasota, FL 34232

Tel: 941.308.5253  
Fax: 724.416.6452  
www.crowncastle.com

September 27, 2016

Sent via email to: Kevin Glasheen  
Kevin.glasheen@troyny.gov

Re: Business Unit # 874648  
Site Name: Troy Filtration Plant

Parent Parcel: Water Plant Road, Troy, NY

Current Lease: By and between STC Five LLC by Global Signal Acquisitions II LLC its Attorney in Fact (Sprint)(Lessee") and City of Troy, NY ("Lessor"), for a 1600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides in section 2 that there are four (4) five (5) year renewal terms. That lease section will be amended to provide that the remaining term of the Lease will be extended, in addition to the above described terms, by an additional four (4) five (5) year renewal terms. The new final Lease expiration date will be November 20, 2041.
2. If Lessor receives an acceptable offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions.
3. On November 1, 2016, the annual rent shall increase to Eighteen Thousand Dollars per year (\$18,000.00/year). This rent increase includes the regular rent increase scheduled to occur pursuant to the Lease on the same date. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Lease.
4. The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Ten Thousand Dollars (\$10,000.00) for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment.
5. All other Lease terms will remain the same including the 20% term escalations and 50% revenue share provision.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via fax to 724-416-6452 or by e-mail to [Linda.doherty@crowncastle.com](mailto:Linda.doherty@crowncastle.com).

Lessor:

  
\_\_\_\_\_  
City of Troy, NY

Dated: 10-03-16

ALAN PATRICK O'LEARY  
Print Name

Lessee:

Dated:

\_\_\_\_\_  
Rhonda Lullo, Land Acquisition Manager

\_\_\_\_\_

\_\_\_\_\_  
Print Name

**RESOLUTION AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF TROY AND THE FIRM OF LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC RELATING TO THE POWERS PARK REHABILITATION PROJECT**

---

**WHEREAS**, the City of Troy ("City") has been designated a recipient of funds from the State and Municipal Facilities Program in the amount of \$449,000 for the rehabilitation of Powers Park; and

**WHEREAS**, by Ordinance Number 30 of 2016, the City was authorized to accept funds in the amount of \$449,000 from the State and Municipal Facilities Program to assist in the rehabilitation of Powers Park; and

**WHEREAS**, a Request for Proposals was issued for the design, preparation of construction documents and construction administration assistance; and

**WHEREAS**, the proposal submitted by Land Art Studio NY Landscape Architecture, PLLC ("Land Art Studio") was selected by the City to provide services required by the City in connection with the Powers Park Project; and

**WHEREAS**, LAndArt Studio is a highly qualified firm with ample experience in the design and rehabilitation of parks as set forth in the attached materials; and

**WHEREAS**, Land Art Studio will provide its professional services for lump sum, fixed fee amount of \$56,875.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor is hereby authorized to finalize and execute an agreement between the City and Land Art Studio substantially in the form of the agreement attached hereto.

Approved as to form, November 15, 2016

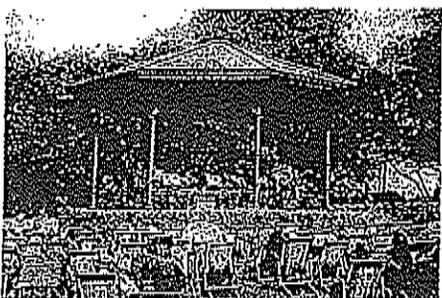
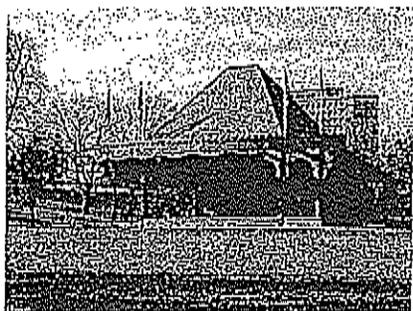
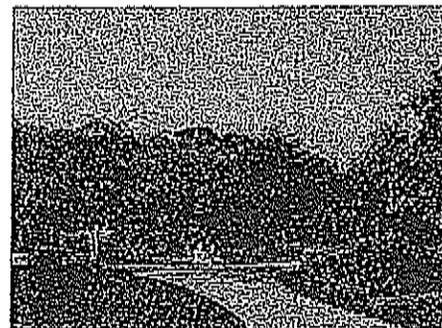
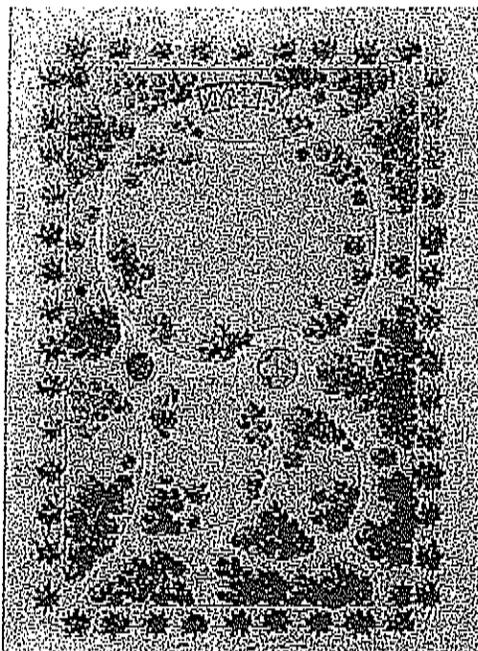
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Kevin P. Glasheen Esq., Corporation Counsel

MEMO IN SUPPORT

Previously, the City of Troy ("Troy") was awarded a \$449,000 grant for the rehabilitation of Powers Park. The initial step in the rehabilitation process involves the design work regarding the various proposed improvements to the park and the preparation of necessary construction documents. For that purpose, a Request for Proposals was issued for a firm to provide such services including also some construction administration assistance. The firm that was selected to provide these services is LandArt NY Landscape Architecture, PLLC. As can be seen from the attached materials, the firm is a highly qualified and experienced in the rehabilitation of public spaces and parks. Additionally, the firm has done a significant amount of design work in the Capital District so the firm is familiar with the area and with Troy. The services to be provided by the firm include the tasks of schematic design, design development, construction document preparation, bidding assistance and construction assistance. The contract with LAndArt Studio is a fixed fee contract in the amount of \$58,875. Given the qualifications of this firm and the City's desire to complete the rehabilitation of Powers Park in 2017, it is recommended that this resolution be approved.

1  
58,875.00



# POWERS PARK REHABILITATION

Troy, New York

Design, Construction Documents & Construction  
Administration Assistance

Proposal for Services

November 14, 2016

CITY OF TROY

November 14, 2016

Mayor Patrick Madden  
City of Troy  
433 River Street  
Troy, New York 12180



RE: Powers Park Rehabilitation Design and Construction Document Services

Dear Mayor Madden:

Thank you for reaching out to LAndArt Studio regarding design, construction documents and construction administration for the rehabilitation of Powers Park. The City of Troy is fortunate to have a park of such historic significance, and I commend you for your commitment to rehabilitating the park. Though smaller in scale and breadth, like Washington Park in Albany, it has tremendous potential to benefit the surrounding neighborhood and serve as a regional draw for both its historic significance and its public venues. Our team is honored to be selected for the design and rehabilitation of this park and we look forward to working with the City of Troy and the Lansingburgh Neighborhood to bring this exciting project to fruition..

The professional services outlined in the following pages reflect my understanding of your specific requirements for the Project at this time. LAndArt Studio has teamed for this project with Alta Planning & Design; Lacey Thaler Reilly Wilson Architecture and Preservation; M/E Engineering; and MJ Engineering. Upon Notice to Proceed, we will begin work immediately. If the terms outlined in this proposal are agreeable to you, please print two copies and sign where indicated and deliver back to LAndArt Studio at your earliest convenience.

Sincerely,

A handwritten signature in cursive script that reads "Mary Moore Wallinger".

Mary Moore Wallinger, RLA  
Principal

LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC

LANDART STUDIO  
1115 Montgomery Avenue  
Schenectady, New York 12309  
518.957.0533  
mmwallinger@landartstudio.com

# SCOPE OF WORK

This following Scope of Work encompasses the role of LAndArt Studio and its subconsultants. Our team will provide the following services:

## • THE PROJECT

It is understood that the Powers Park Rehabilitation Plan will include the following components:

- A new bandstand in a style befitting the original Weidenmann Plan
- A network of paths following the original Weidenmann Plan
- New energy efficient lighting in a style that complements the original Weidenmann Plan
- A new fountain in the tradition of the original Weidenmann Plan with the understanding that the fountain may also serve as a monument to William and Deborah Powers, who first conceived of and made possible Powers Park
- Restoration of the historic fence surrounding Powers Park
- New trees and ornamental shrubs that will reinforce the Weidenmann Plan
- Formal gardens that take into account the anticipated maintenance services available
- Irrigation
- A signage plan for future signage in the park

Any additional components not mentioned above, such as playgrounds, storage sheds, public restrooms, etc., shall be considered outside the Scope of Work.

## • MEETINGS

Our team will attend meetings with the City of Troy to work through ideas and decisions involved in the design and construction phases of the project. Five meetings are assumed.

## • EXISTING CONDITIONS

Our team will provide a topographic survey of the site performed by a licensed Land Surveyor. The survey shall include a minimum of two (2) benchmarks, contours shown at one (1) foot intervals, spot elevations at each intersection of a fifty(50) foot square grid covering the property. Spot elevations shall also be taken at street intersections, driveway transitions, and at ten (10) feet on center intervals along curbs, sidewalks and edge of pavements. Locations of structures, paving, fences, utility poles and wires, fire hydrants, signs and other vertical elements, improvements and other permanent features shall be included as part of the survey. Location, size, depth, and invert informations where possible shall be included for all utilities such as water, sewer, storm sewer, gas and electric. Utility information shall be based on record information, surface evidence and coordination with a public utility location service. Include location within a six (6) inch tolerance, of trees greater than two (2) inches in diameter at breast height; identify size and species. Incorporate property lines. The surveyor shall provide in the digital form of a CAD file as well as a PDF. Three (3) signed and stamped hard copies shall also be included.

In addition, our team will visit the site to photograph and document existing conditions as needed by our scope of work.

## • DESIGN DEVELOPMENT

Using the Weidenmann Plan as a guide, our team will design a layout for the park that best follows the intent of the plan while still allowing for the desired use of the park for large music venues. Our team will also develop a design development package including conceptual ideas for the Bandstand, proposed products and materials, and an updated construction estimate. Once a final design is agreed upon, our team will work with the City and the Project Advisory Committee to identify which components will be included in the construction documents for the immediate phase of construction that will be funded by the \$449,000 DASNY grant.

## • CONSTRUCTION DOCUMENTATION

Upon determination of the preferred direction, our team will begin preparation of the Construction Documents, including drawings and specifications. Construction Drawing Documents will include: Selective Removal Plan, Architectural Plans

# SCOPE OF WORK

and Elevations for the Bandstand, Layout & Materials Plan, Control Point Charts, Grading Plan, Site Details, Lighting and Electrical Plan, and Planting Plan. Our team will also provide all specifications required for the project, including the draft contract, general conditions, and technical site work specifications. As per the Request for Proposal, our team will provide 60%, 90% and 100% document submittals. The construction documents shall be for the installation of approximately \$400,000 worth of selected improvements. In order to save on the design fees and the installation costs, it is assumed that the electrical connections for the new bandstand shall come from the existing electrical supply, which may be screened as part of the overall improvements to the aesthetics and character of the park. Should a different approach be desired, our team can provide a proposal for additional services to design the new electrical connection to the park.

In addition, to keep the fees to a minimum, the Construction Documents shall not include specific design for irrigation, but rather the requirement that the Contractor provide the design and installation of the irrigation system for whatever portions of the park where irrigation is desired. Based on the existing budget for initial construction and the uncertainty as to what the Scope of Work for this phase will consist of, this proposal does not include provisions for a Storm Water Pollution Prevention Plan (SWPPP). If deemed necessary, our team will provide a separate proposal. Testing of the soil and mitigation of hazardous materials are not included in the Scope of Work.

- **BIDDING & NEGOTIATION**

Our team will assist the City of Troy in soliciting bids and attending a Pre-Bid Meeting and providing written clarification in response to any Request for Information submitted by the bidding contractor.

- **CONSTRUCTION ADMINISTRATION ASSISTANCE**

Once the Construction Contractor has been awarded the project and is under contract with the City of Troy, our team will attend a Pre-Construction Meeting at the site with the Construction Contractor to review the drawings, design intent, project schedule, shop drawing and submittal review, and communication protocols. It is assumed that the construction administration will primarily be handled by the City of Troy. Our team will provide assistance in submittal reviews and technical design matters as they arise.

- **DELIVERABLES**

Electronic copies of all submittals shall be provided. One hard copy shall be provided for the 60%, 90% and 100% construction document submittals. Additional copies can be provided upon request and will be billed as reimbursable expenses.

# AGREEMENT

**THIS AGREEMENT** (this "Agreement"), effective as of \_\_\_\_\_ (the "Effective Date"), is between the City of Troy, with offices at 433 River Street, Troy, NY 12180 (hereinafter referred to as the "Client"), and LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC, a New York professional limited liability company with offices at 1118 Morningside Avenue Schenectady, New York 12309 (hereinafter referred to as "Design Professional").

## COMMENCEMENT DATE:

This signed agreement and required information is necessary prior to commencement of work. This agreement will become effective upon receipt of a signed copy of this contract.

## INITIATION OF WORK:

Signing this Proposal Agreement signifies the intent of the Client to contract Design Professional for professional services. In contracting with Design Professional, Client warrants that funds are available to compensate Design Professional for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties. Client may initiate work described above by signing at the end of the proposal where indicated as an agreement and acceptance of this proposal as Design Professional's authorization to proceed.

## SCHEDULE:

Construction documentation will commence for Powers Park Rehabilitation upon authorization of the agreement. Construction is anticipated for 2017.

## SCOPE OF SERVICES:

The Scope of Work shall be as described in the previous pages and as outlined in Appendix A: Powers Park Rehabilitation Proposal, dated October 20, 2016.

## PROPOSED COMPENSATION:

LAndArt Studio will provide the City of Troy with these Professional Services as detailed herein for a LUMP SUM, FIXED FEE of FIFTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$56,875.00) as detailed below. A total of \$56,875.00 amount will not be exceeded without written permission from the Client.

TASK 1: SCHEMATIC DESIGN	\$15,500
TASK 2: DESIGN DEVELOPMENT	\$19,375
TASK 3: CONSTRUCTION DOCUMENTS	\$16,000
TASK 4: BIDDING AND NEGOTIATIONS ASSISTANCE	\$2,000
TASK 5: CONSTRUCTION ADMINISTRATION ASSISTANCE	\$4,000

## WORK NOT INCLUDED:

Based on the existing budget for initial construction and the uncertainty as to what the Scope of Work for this phase will consist of, this proposal does not include provisions for a Storm Water Pollution Prevention Plan (SWPPP). If deemed necessary, our team will provide a separate proposal. Testing services not listed in the Scope of Work are not included. Should they be required, LAndArt Studio can provide a separate proposal upon request. Mitigation of hazardous materials is not included in the Scope of Work.

## REIMBURSABLE EXPENSES:

All reasonably and actually incurred direct, reimbursable expenses will be billed to the Client. Reimbursable expenses will be limited to the following, if applicable: printing and reproduction, mileage, subconsultant expenses, etc., and are not expected to exceed SEVEN HUNDRED DOLLARS (\$700.00).

### **BILLING AND PAYMENT POLICIES:**

The Design Professional will submit monthly invoices that will be due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. Client shall notify Design Professional of any dispute regarding invoices received within seven (7) days of receipt of invoice. Only the disputed portion of the payment may be withheld. Account delinquency longer than forty-five (45) days will result in the stoppage of work on the job by Design Professional and any sub-consultants. Seven (7) days notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases additional fees will be required to stop and start work because of account delinquency.

### **INSTRUMENTS OF SERVICE:**

Designs, architectural works, technical drawings, specifications and all other documents, including those in electronic form, prepared by the Design Professional are Instruments of Service for use solely with respect to this Phases 1 and 2 of this project. The Design Professional shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Design Professional grants to Client license to reproduce these Instruments of Service solely for purposes of constructing and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client is permitted to reproduce applicable portions of the documents appropriate to and for use in their execution of the Work by license granted above. Design Professional's designs, architectural works, technical drawings, specifications or other documents shall not be used by Client or other agents on other projects, except by agreement in writing and with appropriate compensation to Design Professional.

### **INSURANCE:**

Design Professional shall procure and maintain throughout the term of this AGREEMENT, without any additional expense to the Client the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York, which has an A.M. Best rating of not less than "A", and which is acceptable to the City of Troy:

1. Workers compensation insurance as required by law and including employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate and disability benefits insurance as may be required by law.
2. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) general aggregate.
3. Architects and Engineers Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
4. Vehicle liability including owned, non-owned and hired vehicles and all other vehicles with the following limits of coverage: one million dollars (\$1,000,000) each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage liability.

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

1. All certificates of insurance are to provide that the insurance evidenced by the certificate shall not be cancelled or materially altered except after thirty (30) days prior written notice to the City of Troy.
2. The City of Troy shall be named as additional named insured on the commercial general liability/contractual liability policy and on the vehicle liability policy.

No contract will be signed and no services shall be commenced pursuant to this AGREEMENT until the Design Professional has delivered to the Client proof of issuance of all policies of insurance required by the Contract to be procured. If at any time any of said policies shall be or become unsatisfactory to the Client, the Design Professional shall promptly obtain a new policy and submit proof of insurance of the same to the Client for approval. Upon failure of the Design Professional to

furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the Client, be forthwith declared suspended, discontinued, or terminated. Failure of the Design Professional to procure and maintain any required insurance shall not relieve the Design Professional from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Design Professional concerning indemnification.

LAndArt Studio NY Landscape Architecture, PLLC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

### **LIMITATION OF LIABILITY:**

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by Law, to limit the liability of the Design Professional and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**LIMITATIONS OF COST ESTIMATES:** Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

**INDEMNIFICATION:** The Client agrees to indemnify and hold harmless LAndArt Studio NY Landscape Architecture, PLLC from all claims and costs (including attorney's fees) arising out of this Agreement except when such claims and costs are caused by the negligent acts, errors or omissions of LAndArt Studio NY Landscape Architecture, PLLC. The Design Professional agrees to defend, indemnify and keep harmless the Client and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of Design Professional to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

### **CERTIFICATE OF MERIT:**

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Design Professional unless the Client has first provided the Design Professional with a written certification executed by an independent Design Professional currently practicing in the same discipline as the Design Professional and licensed in the State of New York. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Design Professional not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

### **PRECEDENCE:**

The Client agrees that this AGREEMENT for professional services along with those contained in the specific LAndArt Studio NY Landscape Architecture PLLC Proposal for Services for this project take precedence over standard terms and conditions printed on purchase order forms.

### **SEVERABILITY:**

If any portion of these Terms & Conditions of the Proposal for Services for this project shall for any reason be deemed invalid or unenforceable, such a determination shall not affect the other provisions of this Agreement and the Agreement shall be construed in all respects as though the invalid or unenforceable portion were omitted.

**SUSPENSION OF SERVICES:**

In the event of a suspension of services caused by the Client, the Design Professional shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Design Professional shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Professionals's services. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

**TERMINATION OF WORK:**

Either party may terminate this agreement without cause upon 15 days written notice to the other party. Payment will be due only for work to date of termination.

**AUTHORIZATION:**

This agreement, as signed by the Client or the Client's representative, includes all items listed above, and to which the Client agrees to be bound.

City of Troy:

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

LAndArt Studio NY Landscape Architecture, PLLC:

Date: \_\_\_\_\_

Rosemary Moore Wallinger  
Principal

Signature: \_\_\_\_\_

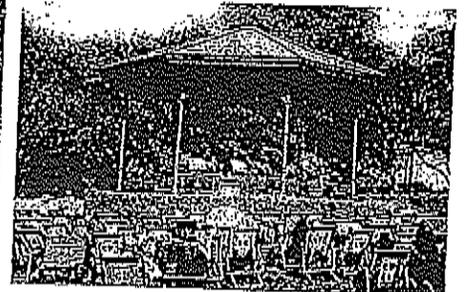
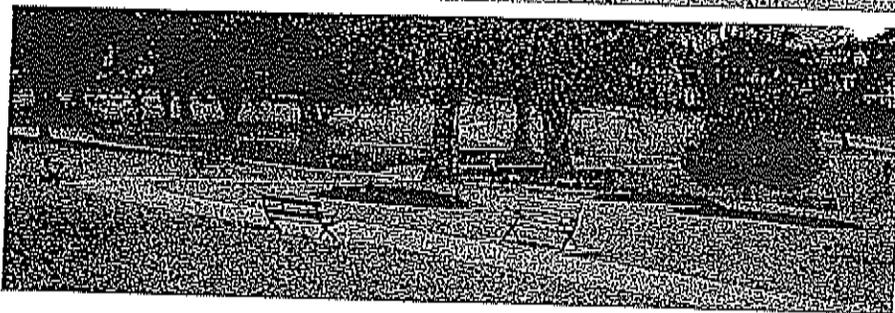
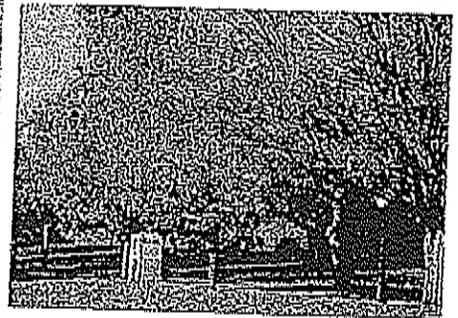
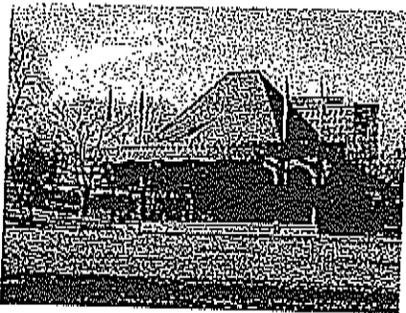
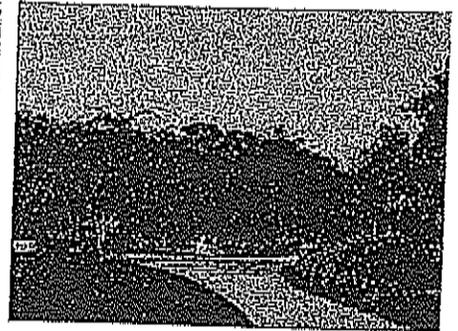
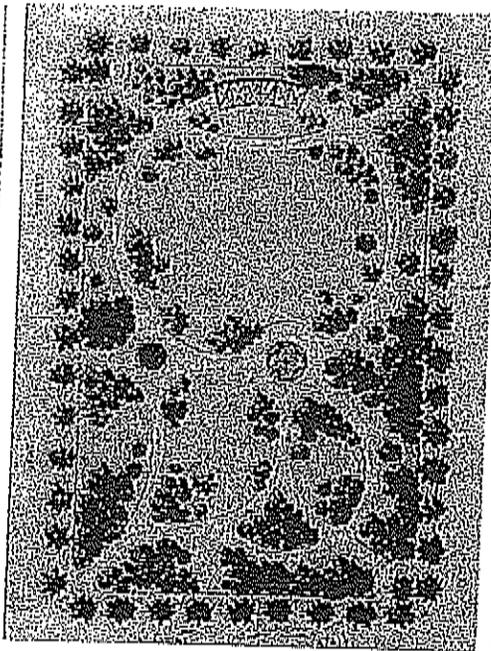
APPENDIX A



# POWERS PARK REHABILITATION PROPOSAL

TROY, NEW YORK

October 20, 2016



CITY OF TROY

LandArt Studio  
Mary Moore Wallinger, RLA, ASLA  
mmwallinger@landartstudiony.com  
518.952.0531



Lacey Thaler Reilly Wilson  
Architecture & Preservation, LLP



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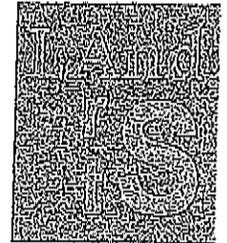
- 1 COVER LETTER
- 2 PROJECT APPROACH
- 3 PROJECT EXPERIENCE AND  
REFERENCES
- 4 RESUMES
- 5 PROPOSAL FORM, SCHEDULE &  
PROOF OF INSURANCE



SECTION A  
COVER LETTER

October 20, 2016

Commissioner Steve Strichman  
and Andrew Kreshik, Assistant Planner  
Planning and Economic Development  
City of Troy  
433 River Street, Suite 5001  
Troy, New York 12180



**RE: Powers Park Rehabilitation RFP**

Dear Commissioner Strichman and Mr. Kreshik:

LAndArt Studio is pleased to submit this proposal for the Powers Park Rehabilitation project.

LAndArt Studio has teamed for this project with Alta Planning & Design; Lacey Thaler Reilly Wilson Architecture and Preservation; M/E Engineering; and MJ Engineering. Our team provides expertise and local knowledge in all aspects of this project, and a demonstrated commitment to rehabilitating important public spaces.

As principal of a boutique landscape architecture firm, I am fairly selective in the projects that I pursue so as to balance my time and effort in a manner that allows me to maintain a high level of commitment to each and every one. This project particularly resonated with me as it is in complete alignment with both my interests and abilities. It would be a great honor to work with the City of Troy and the Lansingburgh Neighborhood to bring this exciting project to fruition.

Jacob Weidenmann, designer of the 1876 Plan for Powers Park, played a notable role in the field of landscape architecture - from his iconic park designs in Hartford, Connecticut, to his work with Fredrick Law Olmsted and his designs for the United States Capital Grounds. The Powers Park design embodies many of the classic elements of Weidenmann's designs: promenades, large specimen trees, a bandstand, a fountain and formal gardens. The City of Troy is fortunate to have a park of such historic significance, and I commend you for your commitment to rehabilitating the park. Though smaller in scale and breadth, like Washington Park in Albany, it has tremendous potential to benefit the surrounding neighborhood and serve as a regional draw for both its historic significance and its public venues.

Having visited the site with members of my design team, we feel that there is tremendous potential for rehabilitating Powers Park to the intent of the original Weidenmann Plan. In addition to working from the original plan, our proposed designs will also take into account the following considerations:

- Utilizing many of the existing shade and specimen trees
- Strategically planting the western edge of the park to minimize the noise and increase the sense of separation from Route 4 / 2nd Avenue
- Working with the new bandshell design and location, grades, and plantings to mitigate the views of the houses to the north of the park behind the existing performance area so as to better contribute to the historic nature and character of Powers Park
- Drawing on the implemented designs of Jacob Weidenmann, such as Bushnell Park in Hartford, Connecticut, for direction and inspiration in rehabilitating Powers Park
- Giving greater prominence to the park entries and increasing visual access to the park at these locations
- Selecting a fountain that lacks a lower basin so as to reduce associated maintenance and liability issues such as dog use, swimming, and tossing of things into the basin
- Incorporating site furnishings of a nature and in a way that follows the intent and character of the Weidenmann Plan while at the same time taking into consideration how they may be modified to encourage appropriate uses

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- of the park (for instance, utilizing benches with center armrests)
- Specifying plants of a similar nature to those that would have been planted under the Weidenmann Plan
- Tailoring the design of the park to meet the needs of the project budget and respect the anticipated level of maintenance

I have included a range of projects in my portfolio that I believe demonstrates LAndArt Studio's unique suitability to this project and in addition, I would like to call attention to how some of this experience would directly benefit your project:

**Public Gardens:** I have served as the Landscape Architect for the Central Park Rose Garden in Schenectady for over ten years, in which time we have rehabilitated two ponds, constructed a new gatehouse and central stair, installed a marble central fountain and now are working toward the construction of a new pergola. I am well versed in the kind of foresight that is necessary to ensure that the final design is both durable and considerate of the maintenance capacity, all the while remaining of the highest quality. I am also a gardener and garden designer with first hand horticultural experience that enables me to design sustainable and lasting landscapes.

**Historic Rehabilitation:** I began my work in landscape rehabilitation as an undergraduate at the University of Virginia where I was fortunate to complete a work study project at Thomas Jefferson's Monticello where I worked in the gardens and completed research on plants that Jefferson might have grown on the grounds. I went on to work there full time over the course of a summer and then as a graduate student, continued to study under William Reiley, the Landscape Architect who led the restoration of the gardens and grounds there. Between my undergraduate and graduate studies, I spent a year teaching in England and conducting a self study of England's historic legacy of parks and gardens. During this time, I also made a three week trip to Italy where I visited and studied some of that country's most famous parks and gardens. While working toward my Masters in Landscape Architecture, I was fortunate to participate as both a fellow and a program assistant with the American Academy of Landscape Architecture in France, a program that focused on studying landscapes of note and exploring landscape architecture designs for the rehabilitation of two historic chateaus. I mention all of this because I feel that it gives me a better understanding of Jacob Weidenmann's background and approach to design as well as an intimate understanding of the process of landscape rehabilitation and restoration. In addition to this early exposure, I have worked on a number of rehabilitation projects during my career, including the Central Park Rose Garden in Schenectady, the Empire State Plaza in Albany, and the Schenectady County Public Library Plaza.

**Music Venues:** I am currently working with Music Haven in Schenectady's Central Park toward the design and implementation of terracing, permanent seating and improvements to the stage. This experience will prove valuable in designing for music venues at Powers Park.

**Maintenance:** As a direct result of the success and low maintenance requirements of my past projects in downtown Schenectady (such as Center City Way, a pedestrian corridor connecting to the downtown), LAndArt Studio was hired to help oversee the maintenance of portions of the downtown and to redesign problematic planting areas with plants that are lower maintenance and can withstand urban conditions. In addition, I have substantial experience working with neighborhood groups and not-for-profits in tailoring designs to something that can be managed by those responsible for looking after them.

**Budget:** I encourage you to speak with my references. I pride myself on my reputation for being able to bring creative and beautiful design to all of my projects no matter how tight the budget, and for my commitment to working with clients to bring about their realization. Tribute Park in Schenectady is currently under construction and, in addition to completing the design and construction administration, I have helped the Land Bank in soliciting funds and in kind donations that are helping in the realization of the park.

For this project, I propose to work closely with **Alta Planning & Design**, a nationally recognized firm with offices in downtown Troy. Tom Tavella, a principal based out of the Connecticut office, will assist with project design and oversight. He is a past President of the American Society of Landscape Architects (ASLA) and a leader in the field of landscape architecture and sustainable design, who brings over 26 years of national experience to the

project. Elizabeth King works out of the Troy office and will play an integral role in all aspects of the project. Her background in biology, planting design and landscape architecture will contribute to the quality and sustainability of the design. Collaborating as a joint studio for this project (as our offices have most recently on the Schenectady Bike Infrastructure Master Plan), we will work hand in hand to arrive at a design that follows the intent of the Weidenmann Plan while allowing for the desired current and future uses. Having a local base in Troy will also allow us to be readily available during the implementation of the project.

**Dace & Haler Reilly & Wilson Architecture and Preservation** is a nationally recognized firm that specializes in the restoration and rehabilitation of architectural landmarks and will provide the design, construction documentation and administration assistance for the new music venue, be it a bandstand or a gazebo, and for the restoration of the historic fence. Their portfolio includes numerous award winning projects and they have been recognized and celebrated nationally for their work in facilitating the reuse of historic structures and the design of new construction in historic contexts to achieve efficient reuse of our nation's heritage structures. As an adjunct faculty member for Rensselaer Polytechnic Institute and a member of the Board of Directors for the Historic Albany Foundation, Stephen Reilly brings local expertise and national experience to this project. Much of his work centers around historic landscapes and his experience includes work on many famous parks and landscapes, including the Frederick Law Olmsted National Historical Site. Founding partner Dan Wilson will serve as project manager for the architectural components of this project. He is well recognized for his excellent, detail-oriented work on historical landscapes, including the Restoration of the Spirit of Life and Spencer Trask Memorial in Congress Park, Saratoga Springs.

**M/E Engineering** is a multi-disciplinary engineering firm and will provide the topographic survey for the project. The firm has a long history of projects throughout the Capital Region including redevelopment of Troy Riverfront Park, revitalization of North Swan Street Park in Albany, Lower Union Street Streetscape Improvements in Schenectady, and site improvements at the SUNY Administration Building in Albany. They have a proven track record of maintaining tight schedules, respecting project budgets and delivering excellent work.

**M/E Engineering** is one of the largest and most successful mechanical and electrical engineering offices in the Northeast with offices in the Capital Region. For this project, M/E Engineering will provide electrical engineering services. Their combined experience in historic light preservation and attractive use of sustainable lighting technologies will ensure that the newly incorporated lighting is respectful of the intent of the Weidenmann Plan while also being cost effective and requiring minimal maintenance. Their contributions to the Richardson Olmsted Complex are an excellent example of their firm's high quality work in enriching the character of our historic landscapes.

Our team appreciates that maintaining a tight schedule will be crucial in ensuring that Powers Park Rehabilitation can be completed during the 2017 construction season and, in furtherance of this goal, we offer the following advantages:

- Our team has a history of working together effectively and efficiently.
- Team members have experience working with the City of Troy and are intimately familiar with the City and its history.
- We have experience working on grant-funded projects and are familiar with the process and paperwork. We will use this knowledge to facilitate the process.
- Our team excels in working with neighborhood groups, community organizations and not-for-profits in the design, implementation and future maintenance of parks.
- We have the flexibility in our schedules to fully commit ourselves to the needs and timeline of this project.

A detailed outline of our approach and understanding of the project can be found in the succeeding section of the proposal.

Our team excels at working closely with our clients and translating initial project visions into creative, tangible, and feasible designs that take into account function, aesthetics, and cost. We are committed to applying innovation and

**POWERS PARK REHABILITATION**

DATE: 10/20/16  
October 20, 2016  
Page 3

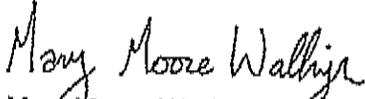
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creative solutions in ways that will strengthen the initial vision and inspire future visitors while respecting project budgets. Our team is truly committed to our projects and, as our references can attest, we are passionate about our work and remain actively involved throughout all stages of the project.

Our team is submitting what we believe is a competitive proposal based on the description in the Request for Proposal. Our proposal includes approximately 10.5% MBE participation and 60% WBE participation. Included with our proposal form is an explanation of our proposed fee. Our team completed a preliminary opinion of probable costs for the project based upon the Scope of Work described in the Request for Proposals. It is our understanding that the City of Troy has a DASNY grant for \$449,000 for design services and construction at this time and that, while it is recognized that this is not adequate to complete the entire vision, it is expected that at least the early phases of design will plan for the full rehabilitation of the Weidenmann Plan. In recognition of this, our fees are based on the level and scope of design anticipated for each phase at this point in time. Our team welcomes the opportunity to discuss or amend our approach to best suit your needs and we are happy to meet with you to tailor our approach and fee to best meet your requirements.

If there are any questions or further information is needed, please do not hesitate to contact me at (518) 952-0531. Again, thank you for your consideration.

Sincerely,

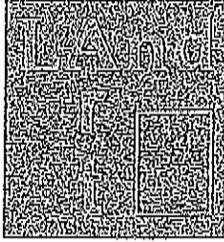


Mary Moore Wallinger, RLA, ASLA  
Principal

**LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC**



SECTION B  
PROPOSED APPROACH



## PROJECT APPROACH

This following Scope of Work encompasses the role of LAndArt Studio and its subconsultants. Our team will provide the following services:

- **THE PROJECT**

It is understood that the Powers Park Rehabilitation Plan will include the following components:

- A new bandstand in a style befitting the original Weidenmann Plan
- A network of paths following the original Weidenmann Plan
- New energy efficient lighting in a style that complements the original Weidenmann Plan
- A new fountain in the tradition of the original Weidenmann Plan with the understanding that the fountain may also serve as a monument to William and Deborah Powers, who first conceived of and made possible Powers Park
- Restoration of the historic fence surrounding Powers Park
- New trees and ornamental shrubs that will reinforce the Weidenmann Plan
- Formal gardens that take into account the anticipated maintenance services available
- Irrigation
- A signage plan for future signage in the park

Any additional components not mentioned above, such as playgrounds, storage sheds, public restrooms, etc., shall be considered outside the Scope of Work.

- **MEETINGS**

Our team will attend meetings with the City of Troy to work through ideas and decisions involved in the design and construction phases of the project. Five meetings are assumed.

- **EXISTING CONDITIONS**

Our team will provide a topographic survey of the site performed by a licensed Land Surveyor. The survey shall include a minimum of two (2) benchmarks, contours shown at one (1) foot intervals, spot elevations at each intersection of a fifty(50) foot square grid covering the property. Spot elevations shall also be taken at street intersections, driveway transitions, and at ten (10) feet on center intervals along curbs, sidewalks and edge of pavements. Locations of structures, paving, fences, utility poles and wires, fire hydrants, signs and other vertical elements, improvements and other permanent features shall be included as part of the survey. Location, size, depth, and invert information where possible shall be included for all utilities such as water, sewer, storm sewer, gas and electric. Utility information shall be based on record information, surface evidence and coordination with a public utility location service. Include location within a six (6) inch tolerance, of trees greater than two (2) inches in diameter at breast height; identify size and species. Incorporate property lines. The surveyor shall provide in the digital form of a CAD file as well as a PDF. Three (3) signed and stamped hard copies shall also be included.

In addition, our team will visit the site to photograph and document existing conditions as needed by our scope of work.

- **DESIGN DEVELOPMENT**

Using the Weidenmann Plan as a guide, our team will design a layout for the park that best follows the intent of the plan while still allowing for the desired use of the park for large music venues. Our team will also develop a design development package including conceptual ideas for the Bandstand, proposed products and materials, and an updated construction estimate. Once a final design is agreed upon, our team will work with the City and the Project Advisory Committee to identify which components will be included in the construction documents for the immediate phase of construction that will be funded by the \$449,000 DASNY grant.

- **CONSTRUCTION DOCUMENTATION**

Upon determination of the preferred direction, our team will begin preparation of the Construction Documents, including drawings and specifications. Construction Drawing Documents will include: Selective Removal Plan, Architectural Plans and Elevations for the Bandstand, Layout & Materials Plan, Control Point Charts, Grading Plan, Site Details, Lighting and

Electrical Plan, and Planting Plan. Our team will also provide all specifications required for the project, including the draft contract, general conditions, and technical site work specifications. As per the Request for Proposal, our team will provide 60%, 90% and 100% document submittals. The construction documents shall be for the installation of approximately \$400,000 worth of selected improvements. In order to save on the design fees and the installation costs, it is assumed that the electrical connections for the new bandshell shall come from the existing electrical supply, which may be screened as part of the overall improvements to the aesthetics and character of the park. Should a different approach be desired, our team can provide a proposal for additional services to design the new electrical connection to the park.

In addition, to keep the fees to a minimum, the Construction Documents shall not include specific design for irrigation, but rather the requirement that the Contractor provide the design and installation of the irrigation system for whatever portions of the park where irrigation is desired. Based on the existing budget for initial construction and the uncertainty as to what the Scope of Work for this phase will consist of, this proposal does not include provisions for a Storm Water Pollution Prevention Plan (SWPPP). If deemed necessary, our team will provide a separate proposal. Testing of the soil shall and mitigation of hazardous materials are not included in the Scope of Work.

- **BIDDING & NEGOTIATION**

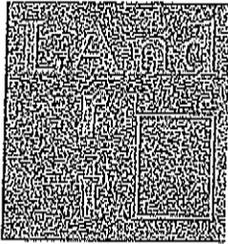
Our team will assist the the City of Troy in soliciting bids and attending a Pre-Bid Meeting and providing written clarification in response to any Request for Information submitted by the bidding contractor.

- **CONSTRUCTION ADMINISTRATION ASSISTANCE**

Once the Construction Contractor has been awarded the project and is under contract with the City of Troy, our team will attend a Pre-Construction Meeting at the site with the Construction Contractor to review the drawings, design intent, project schedule, shop drawing and submittal review, and communication protocols. It is assumed that the construction administration will primarily be handled by the City of Troy. Our team will provide assistance in submittal reviews and technical design matters as they arise.

- **DELIVERABLES**

Electronic copies of all submittals shall be provided. One hard copy shall be provided for the 60%, 90% and 100% construction document submittals. Additional copies can be provided upon request and will be billed as reimbursable expenses.



## SECTION C

PROPOSED IMPROVEMENTS

- 1 LANDART STUDIO LANDSCAPE ARCHITECTURE
- 2 ALTA PLANNING & DESIGN
- 3 LACEY THALER REILLY WILSON
- 4 M.J. ENGINEERING & LAND SURVEYING
- 3 M/E ENGINEERING, P.C.

# LandArt Studio

## Firm Profile

LandArt Studio is a boutique design firm specializing in landscape architecture and urban design. Principal and owner Mary Moore Wallinger has over fifteen years of experience in the profession - designing, managing and overseeing projects both large and small. Ms. Wallinger's robust portfolio includes municipal parks and plazas, institutional and corporate campuses, site planning, master planning, urban design, sustainable site design, healing gardens, and streetscapes. A number of her projects have received awards from the New York Upstate Chapter of the American Society of Landscape Architects (ASLA).

LandArt Studio specializes in applying art to the land in a way that realizes the potential of the landscape and reflects clients' values and goals. Through its work, the firm emphasizes the human experience and the proportional relationships and details that bring spaces to life. LandArt Studio takes a thoughtful and creative approach to our projects, always accounting for budgetary and maintenance considerations, and often applying an intensive charrette approach to facilitate interaction with the client and the site. Years of experience working with municipalities, community organizations and private institutions have yielded the ability and the expertise to offer innovative and inspiring solutions that build consensus and respect the project budget.

As a boutique firm, LandArt Studio is able to offer a high level of service and interaction throughout all phases of a project. LandArt Studio regularly partners with exceptional firms in related fields, consulting as needed to meet all project demands.

### Form of Organization:

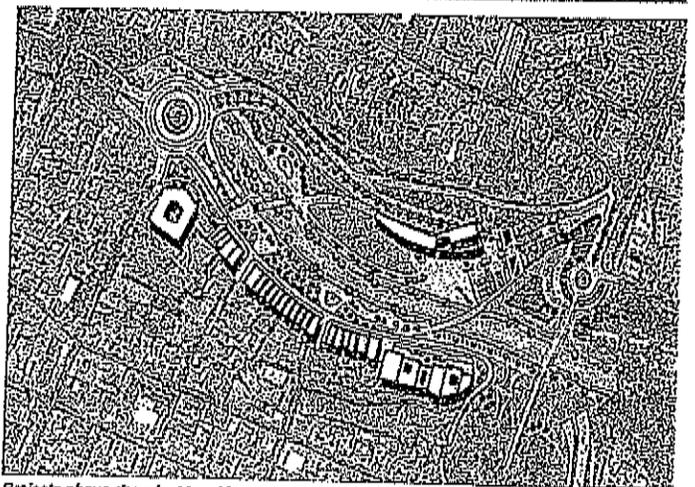
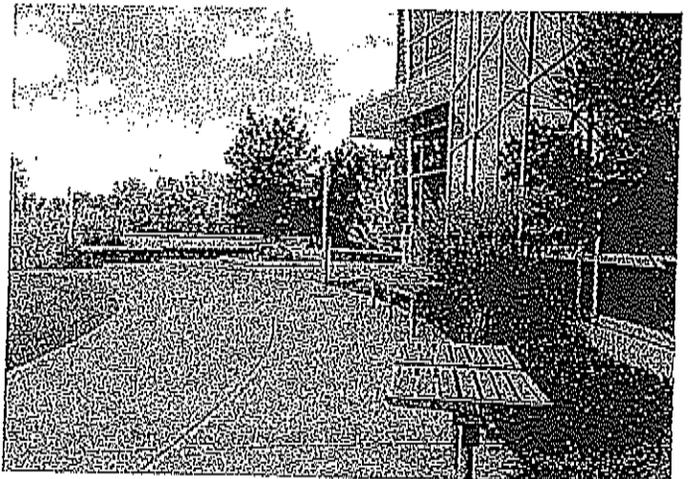
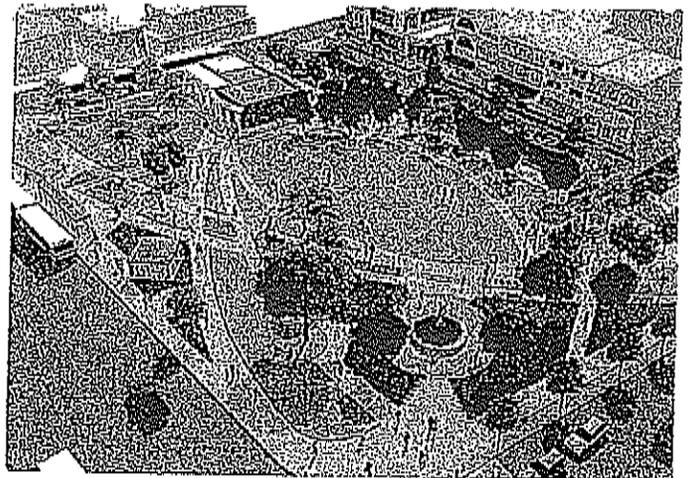
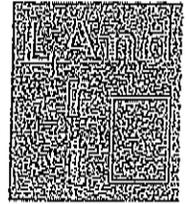
New York based PLLC  
WBE Certified

### Principal and Designer:

Mary Moore Wallinger, RLA  
Years of Experience: 15

### Contact Information:

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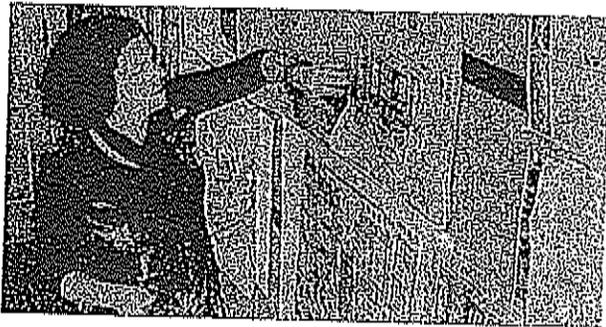
Projects above done by Mary Moore Wallinger while employed as a Senior Landscape Architect by Synthesis Architects, LLP. © Synthesis Architects LLP.

# LandArt Studio

Form of Organization:  
New York based PLLC  
WBE certified

Principal and Designer:  
Mary Moore Wallinger, RLA, ASLA  
15+ Years Experience

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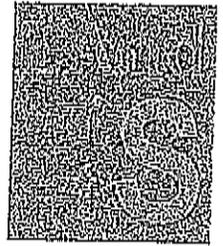


## AREAS OF EXPERTISE

Parks, Plazas & the Public Realm  
Educational & Institutional Campus Design  
Streetscape Design  
Sustainable Site Design  
Boutique Residential Design  
Urban Planning & Design  
Farmers Market Design  
Design Guidelines

## LANDSCAPE ARCHITECTURE SERVICES

Schematic & Conceptual Design  
Master Plans  
Design Development  
Site Work Cost Estimates  
Construction Documents  
Design Build Consultation  
Grading Plans  
Graphic Design  
Planting Plans  
Design Charrettes  
Public Workshops  
Illustrative Master Plans  
Planning Documents  
Municipal Landscape Maintenance Training  
Private Estate & Garden Design



## PARKS, PLAZAS & THE PUBLIC REALM

Center City Pedestrian Way Schenectady, NY  
Central Park Rose Garden Schenectady, NY  
Gateway Island Park Master Plan Village of Philadelphia, NY  
Gateway Plaza Park Schenectady, NY  
Lippman Park Master Plan Wawarsing, NY  
Little Falls Public Library Courtyard Little Falls, NY  
Old Forge Town Center Plaza Old Forge, NY  
Parque Chili Master Plan Arequipa, Peru  
Peekskill Waterfront Park Master Plan Peekskill, NY  
Riverfront Park Master Plan Village of Philadelphia, NY  
Rotary Park Amsterdam, NY  
Schenectady County Library Plaza Schenectady, NY  
Schenectady Greenmarket Schenectady, NY  
Seneca Harbor Park Lakefront Development Watkins Glen, NY  
Steinmetz Park Master Plan & Improvements Schenectady, NY  
Susquehanna Street Park Master Plan Binghamton, NY

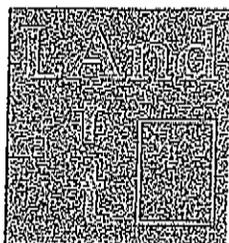
## EDUCATIONAL & INSTITUTIONAL CAMPUS DESIGN

Ellis Medical Center Healing Roof Garden Schenectady, NY  
Empire State Plaza Swan Street Bldg. Green Roof Albany, NY  
Benton Hall Academy Little Falls, NY  
Central Park K-8 Schenectady, NY  
Dolgeville Central School Dolgeville, NY  
Harrisburg Area Community College Master Plan Harrisburg, PA  
Moriah Central School Port Henry, NY  
Pleasant Valley Elementary School Schenectady, NY  
Schenectady County Community College School of Music Sch., NY  
Schenectady High School Schenectady, NY  
Schenectady JCC Natural Outdoor Playspace Schenectady, NY  
Skidmore College Admissions Campus Schenectady, NY

## URBAN PLANNING & DESIGN

Brant Lake & Adirondack Hamlet Master Plans Hoicon, NY  
Broome Co. New York Rising Community Recovery Broome Co., NY  
Hillside View Community Development Schenectady, NY  
Jefferson Street Condominiums Saratoga Springs, NY  
Prattsville New York Rising Community Recovery Prattsville, NY  
Sidney New York Rising Community Recovery Village of Sidney, NY  
Rotterdam BOA Land Use Master Plan Rotterdam, NY  
Schenectady Bike Infrastructure Master Plan Schenectady, NY  
Upper Delaware River LWRP Sullivan County, NY  
Watkins Glen Comprehensive Plan Watkins Glen, NY  
Watkins Glen Lakefront Development Strategy Watkins Glen, NY

LandArt Studio NY : : 518.952.0531  
E I I I I l a n d a r t s t u d i o ( I I c o ) I I



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### KATE LAWRENCE

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### TOM WILSON

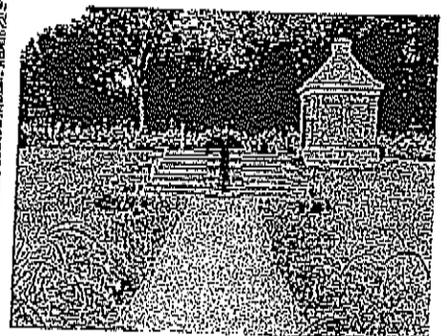
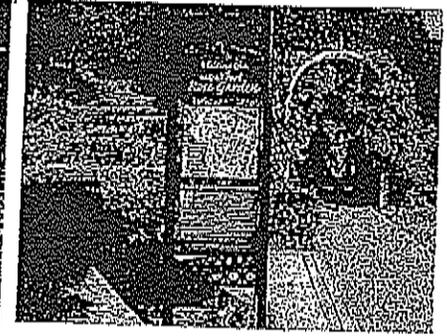
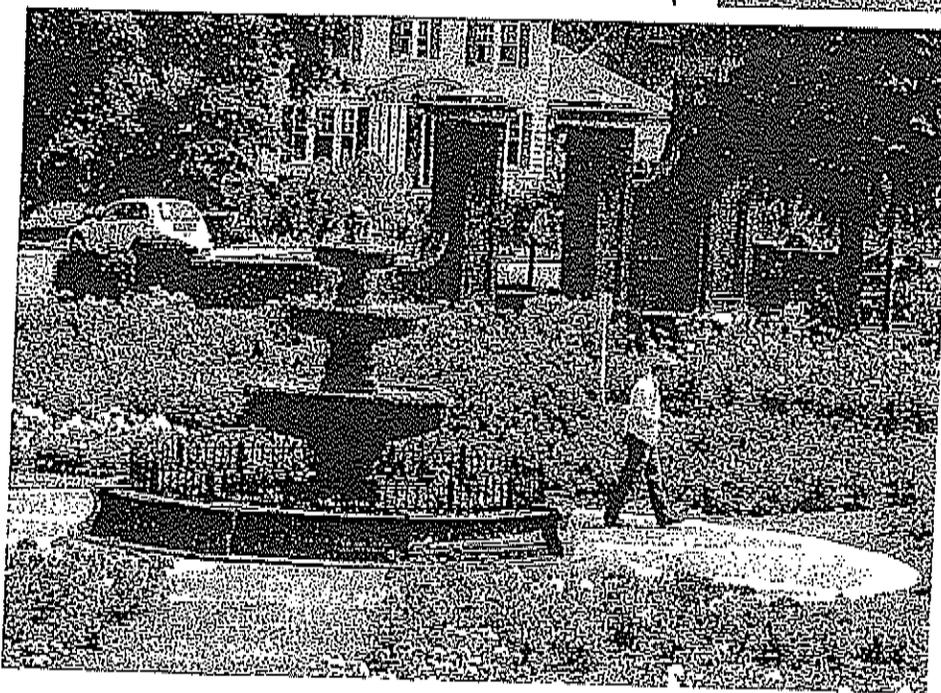
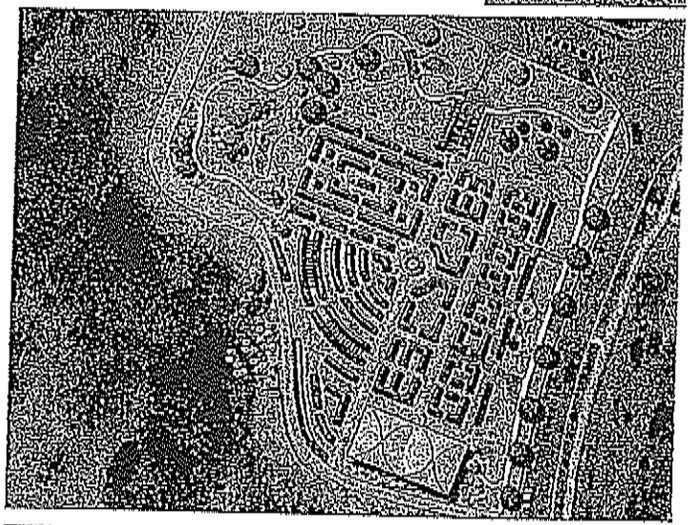
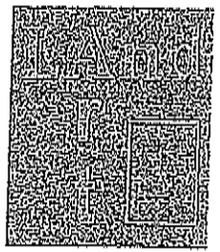
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CENTRAL PARK ROSE GARDEN  
 LANDSCAPE ARCHITECTURE  
 Park Design

The Schenectady Central Park Rose Garden was originally designed by Charles D. Brown, a Schenectady Rose Society member, and constructed in late 1959. Over the years the rose garden's beauty and uniqueness have made it a popular destination for city residents and visitors alike. Within the region, it is considered a prime location for wedding ceremonies and photographs. In 2010, the Central Park Rose Garden placed third in the All American Rose Selections' America's Best Rose Gardens competition.

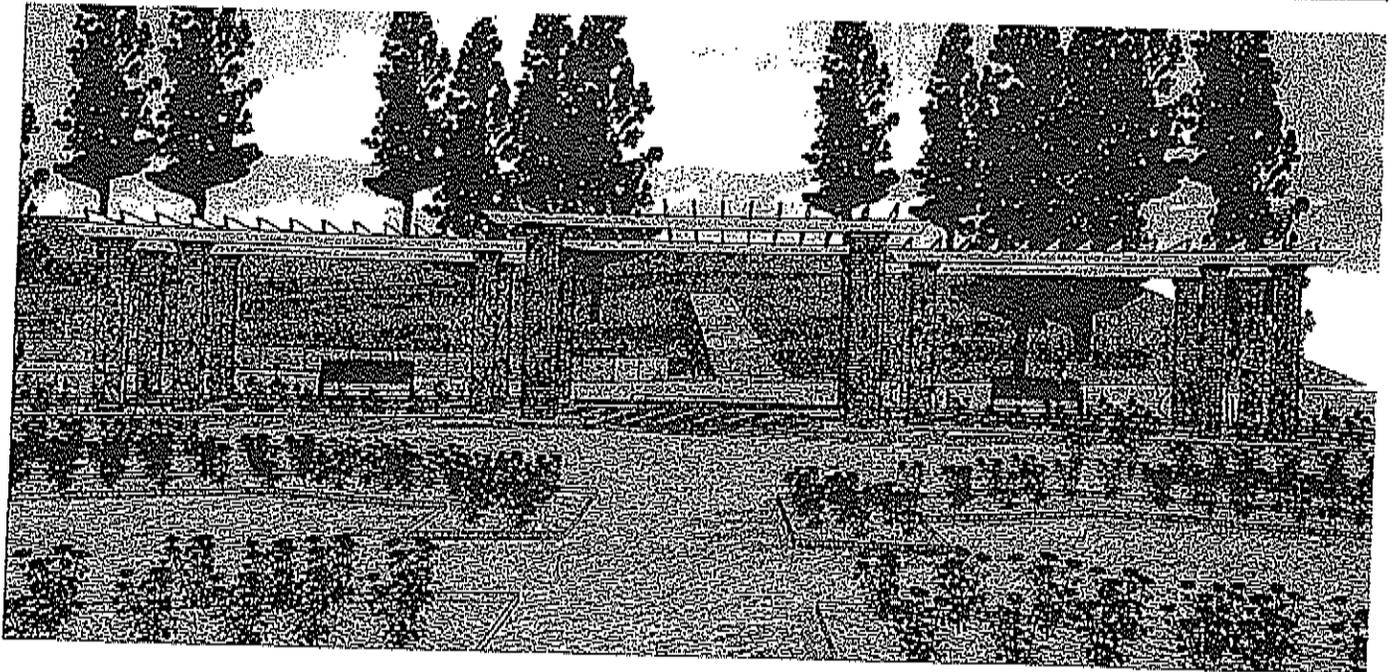
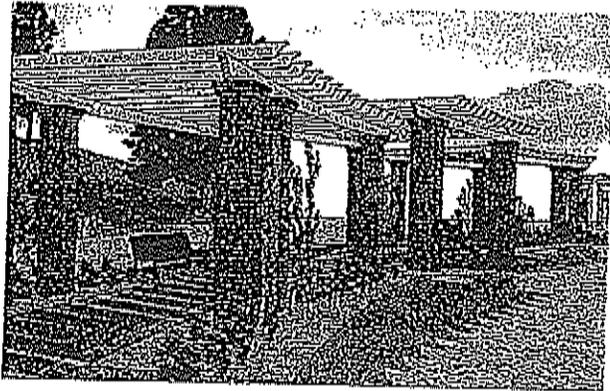
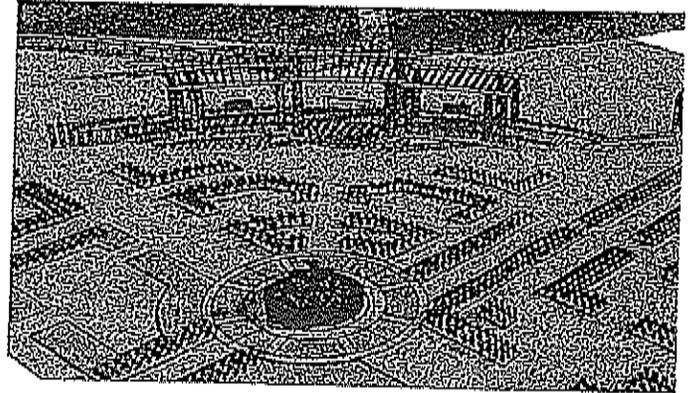
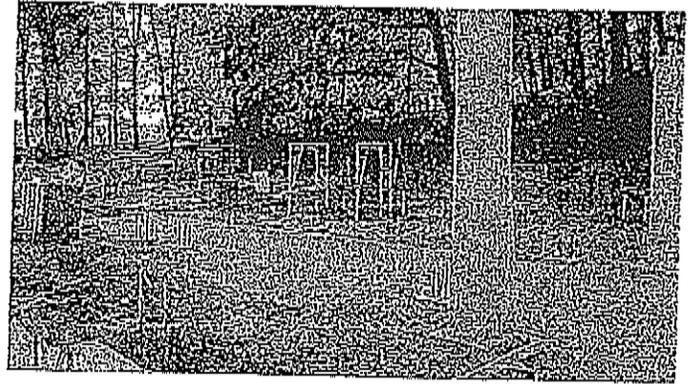
Mary Moore Wallinger has served as the primary designer for the Central Park Rose Garden since 2005. She designed and managed the 2006 master plan and construction of a new spring fountain and has since continued in her role as Landscape Architect for the Garden. Recent projects include the construction of a gatehouse, a main stair with a fountain, and a central fountain. As a result of these projects, the garden continues to grow in fame and both public and private donations continue to be made toward implementation of the master plan.

*Work done by Mary Moore Wallinger while employed by CLA Site and later Synthesis Architects, LLP, © CLA Site and Synthesis Architects.*



COLORADO PARK RISE GARDEN  
PERGOLA  
CONSTRUCTION DOCUMENTS  
Park Design & Construction Documents

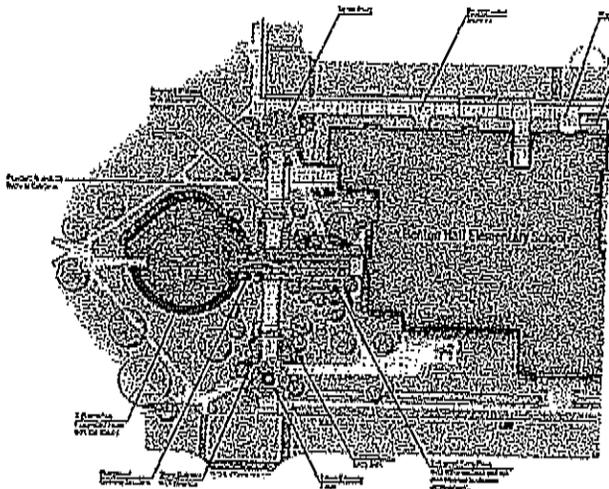
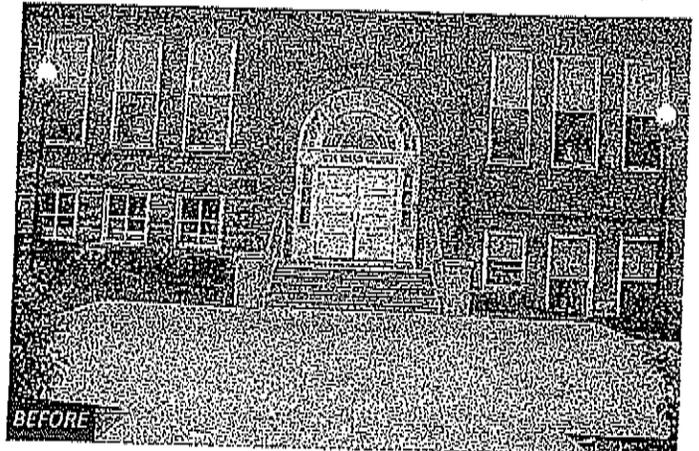
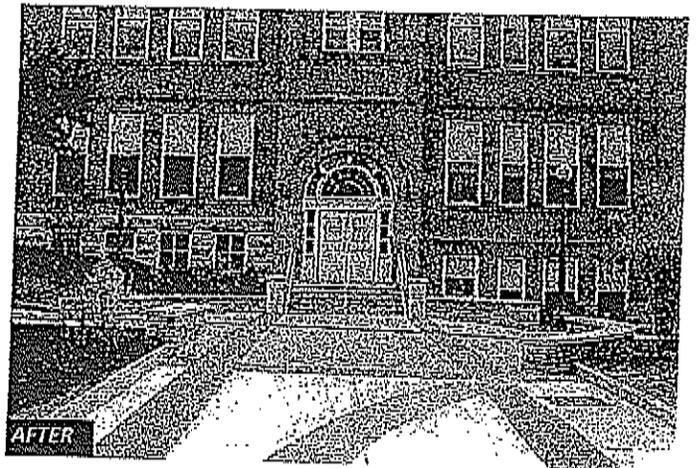
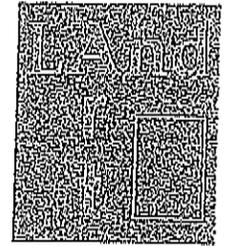
LandArt Studio designed and provided construction documents and administration for the installation of a new pergola in the Schenectady Central Park Rose Garden. A major component of the 2006 Master Plan, the pergola is designed to serve as an elegant middle ground between the garden and the picturesque hillside. In addition to adding a venue for climbing roses, the pergola will provide a new experience for garden visitors and an added venue for weddings, gatherings, special events and photography. Construction is currently under way and is anticipated to be completed in the fall of 2016 with planting in the spring of 2017.



BENTON HALL ACADEMY  
 CAMPUS MASTER PLAN AND IMPROVEMENTS  
 Campus Master Plan and Improvements

Benton Hall Academy is an historic, monumental elementary school located in the heart of Little Falls, New York. The site, situated on a steep hill, posed a number of challenges. New designs focused on creating a series of plazas near the main building entrances that would create gathering spaces for students, teachers and parents; mitigate cross-slopes and drainage issues at major thoroughfares; foster a stronger connection between the school and the adjacent playground and park; and aesthetically enhance the building in a manner befitting the historic character of the building.

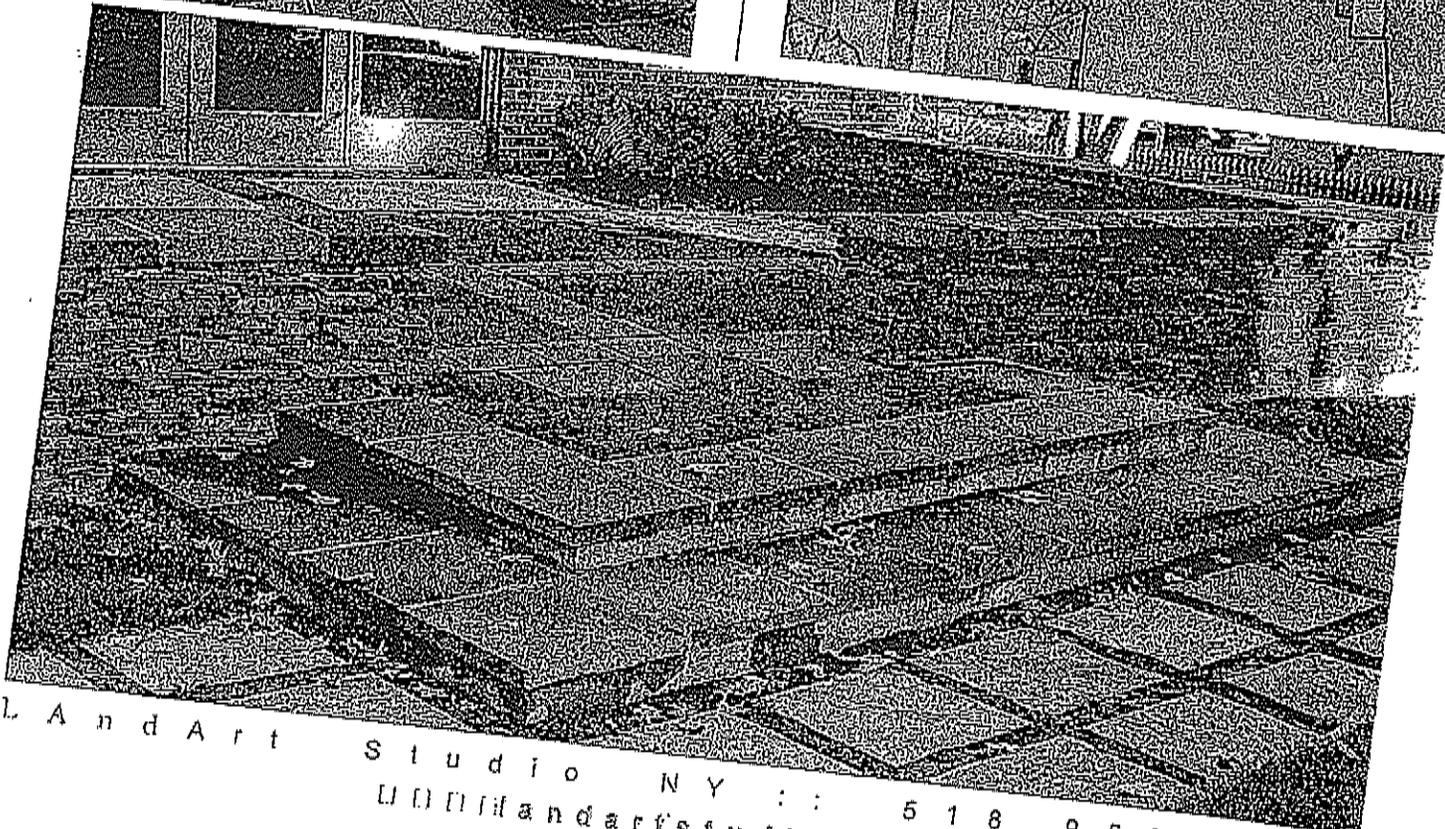
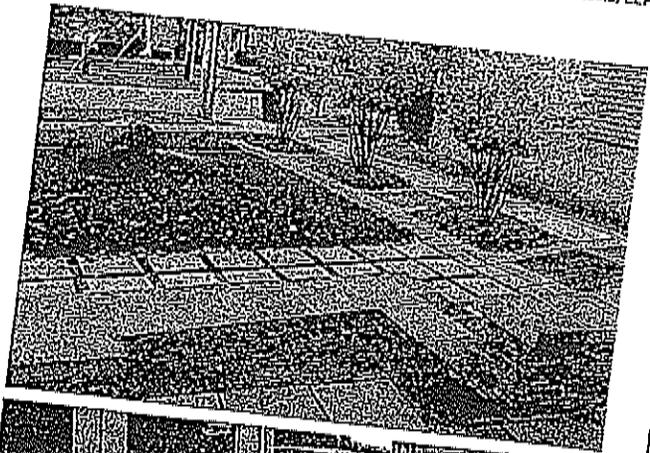
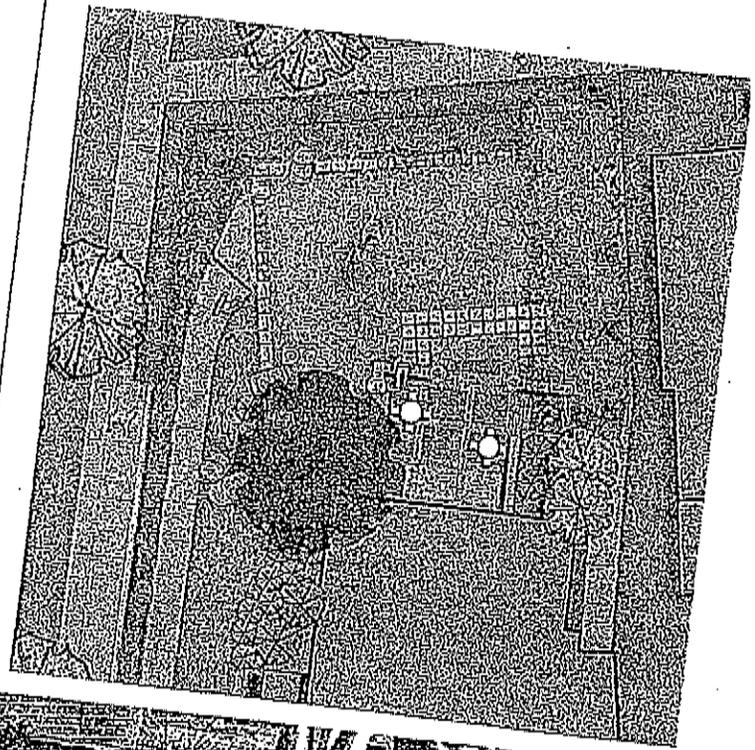
*Work done by Mary Moore Wallinger while employed by Synthesis Architects, I.P.P.  
 © Synthesis Architects.*



UNIVERSITY OF CALIFORNIA LIBRARY  
UNIVERSITY OF CALIFORNIA  
Courtyard Design and Construction Documents

The intent for the new library courtyard was to create a new formal garden courtyard that could be used for reading, educational classes, hosting public events, showing movies during summer evenings, or hosting local speakers. The design plays on the shift in orientation that occurs between the back of the library and the adjacent street. The terrace located closest to the library is the most formal and uses a combination of brick and bluestone. Moving away from the building, materials and forms transition into warmer and more earthy tones, while taking on a slightly more organic feel, but remaining within a grid structure.

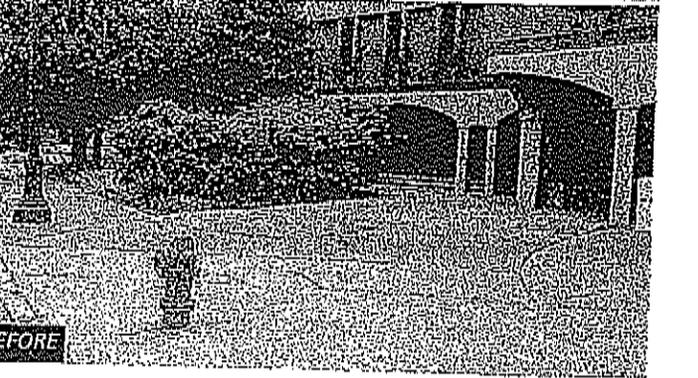
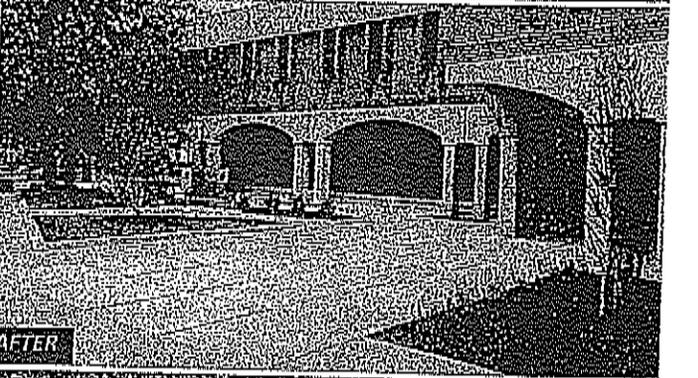
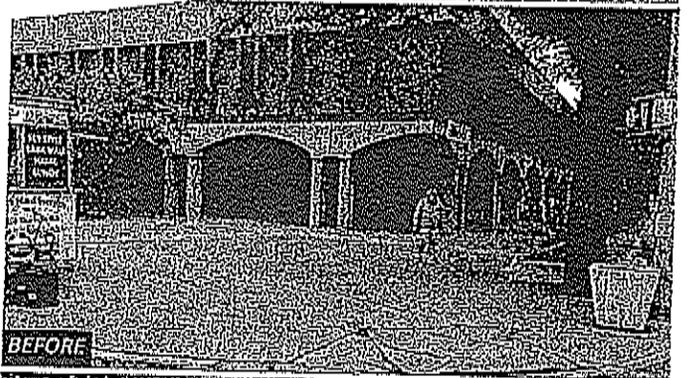
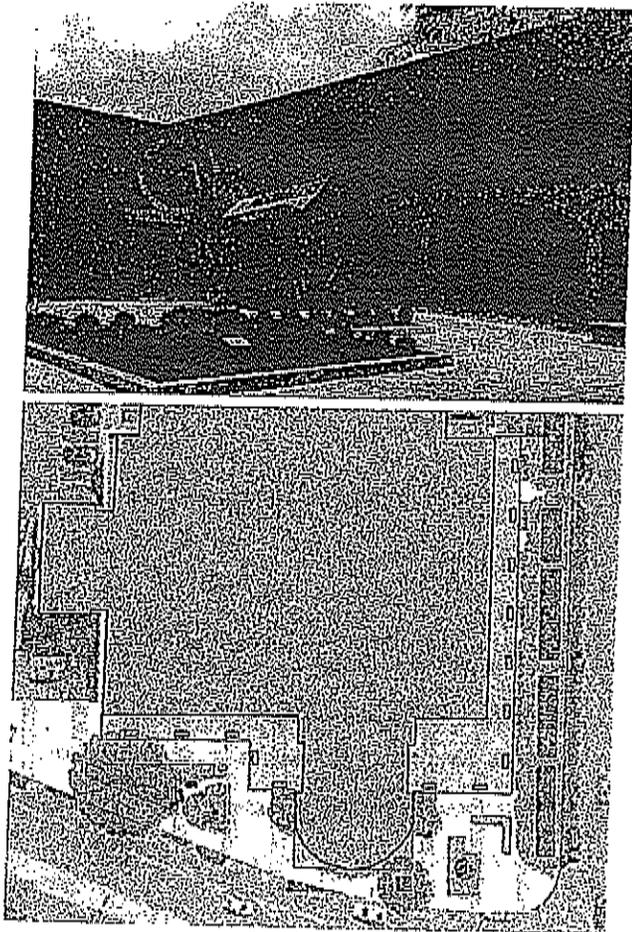
Work done by Mary Moore Wallinger while employed by Synthesis Architects, LLP.  
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LIBRARY PLAZA  
 Urban Plaza Design and Construction Documents

The design for a new plaza for the Schenectady County Library is intended to both respect and complement the existing historic building. Construction began in 2014 and planting took place in the Spring of 2015. On the north side, the design eliminated areas of overgrown vegetation to create a sense of openness and include a small seating plaza. The prominent corner plaza on the south has been activated through the addition of a seatwall, planting beds, a shade tree, and a restored modern sculpture. The pedestrian walk along Liberty Street has been retrofitted to create more planting beds, add more pedestrian detail, and replace the failing wall system that surrounded the honey locusts. This portion of the project was particularly challenging given the desire to save the trees and the number of utilities located below the walls.

*Work done by Mary Moore Wallinger while working as an Independent Contractor for PLACE Alliance.*

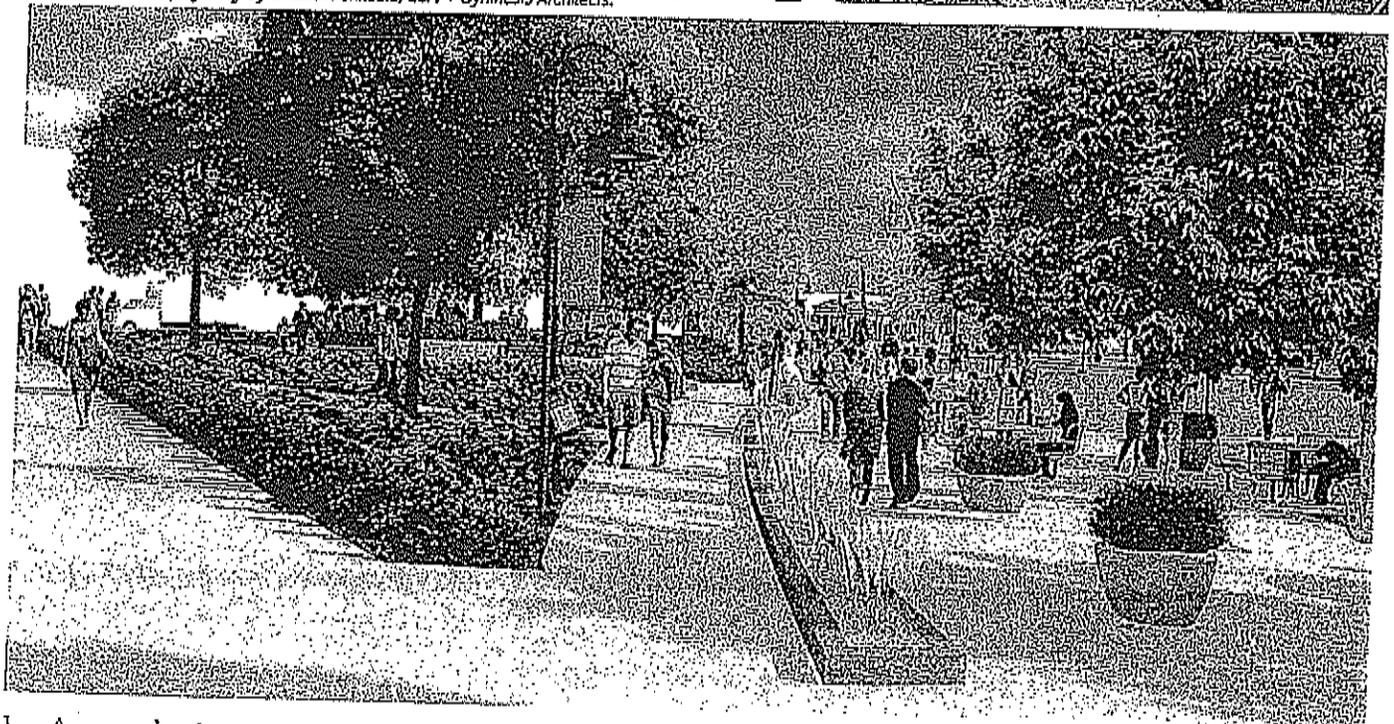
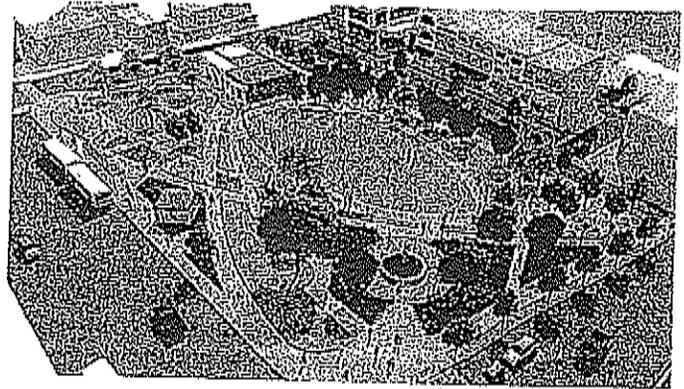
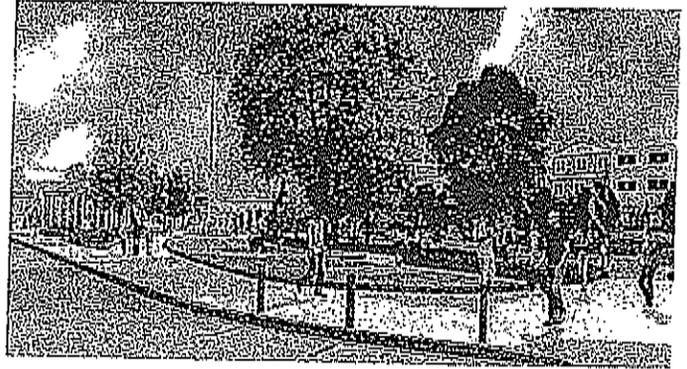
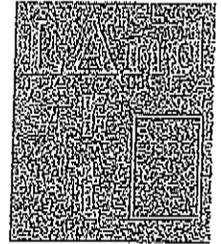


UNIVERSITY OF THE STATE OF NEW YORK  
 STATE UNIVERSITY COLLEGE OF SCHENECTADY  
 Park Master Plan & Implementation Plan,  
 Construction Documents

LandArt Studio was commissioned by the City of Schenectady to provide design development and construction documents for Phase 1 of Gateway Plaza, which is expected to be constructed in 2017. The project is based on 2012 Implementation Plan design that was funded by the City and the Capital District Transportation Committee (CDTC). The new downtown park will act as a gateway to downtown Schenectady and is organized around two strong cross-axes that share a central focal point and establish within the park a series of rooms that cater to a diversity of uses. Key elements in the park include a richly detailed pedestrian axis, a vehicular view corridor, a traditional urban plaza, and a great lawn that can also serve as an amphitheater.

The design also incorporates mixed use infill along a new "Park Street" and incorporation of a cafe and newsstand in the existing Trailways Bus Terminal. A contemporary style seating area near the new student housing and an interpretive walk celebrating a historic sub-grade rail line used early in the City's history will improve student connections to the downtown. The plan also includes improvements to the existing bus rapid transit stop.

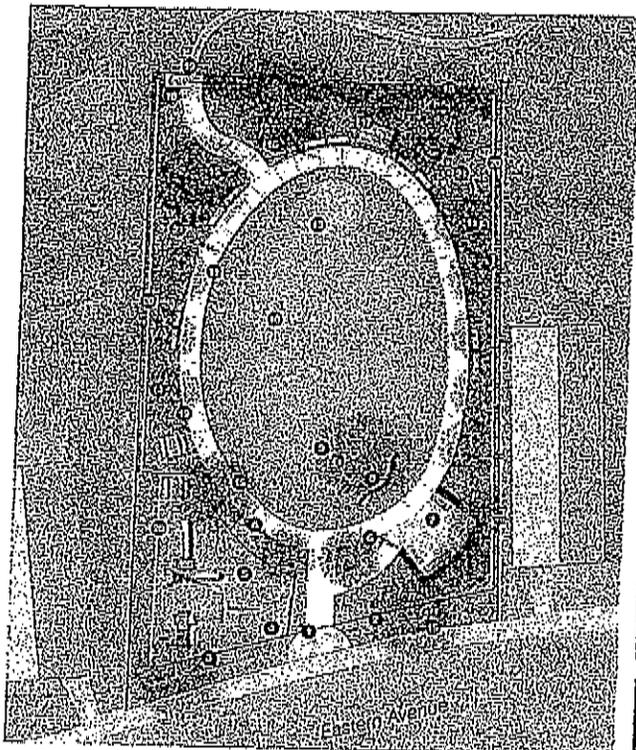
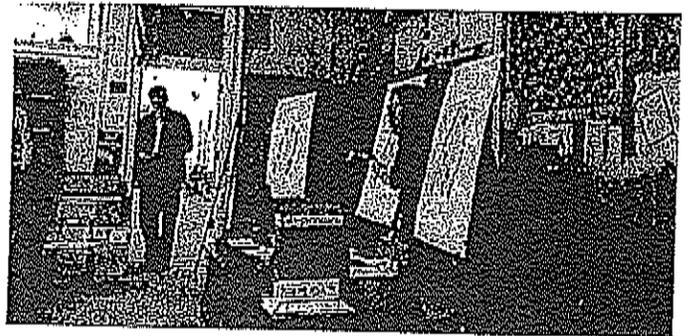
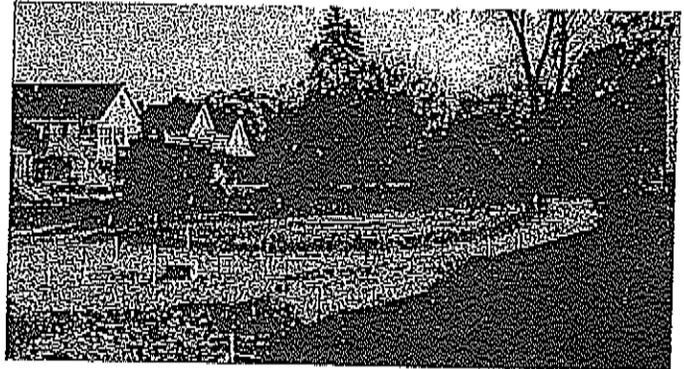
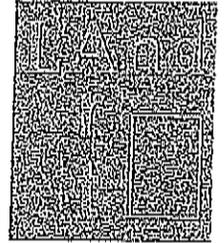
*Work on the Master Plan and Implementation Plan was done by Mary Moore Wallinger while employed by Synthesis Architects, LLP. © Synthesis Architects.*



TRIBUTE PARK  
 CONSTRUCTION DOCUMENTS  
 Park Master Plan & Construction Documents

As part of the Capital District Land Bank's efforts to improve local neighborhoods, Tribute Park was created from three vacant parcels as a way to revitalize the surrounding neighborhood and spur positive development. LAndArt Studio was hired to provide the construction documents for implementation of Phase 1 of the Master Plan, which Ms. Wallinger oversaw while working previously as an Independent Contractor for PLACE Alliance. The project includes providing recreational opportunities for the neighborhood; connecting with the existing trail network in Vale Park and the larger City Park system; and transforming the site into a safe, beautiful, and vibrant community asset and resource.

Tribute Park is a simple yet elegant park organized around a large, open lawn that allows for flexible programming. Phase 1 is currently under construction and includes sidewalks, benches, a seating terrace and much of the planting. Phase 2 will include a spray park that is designed to double as an informal stage or plaza, the trail connection, a fenced playground for small children, and a prominent entry sign.



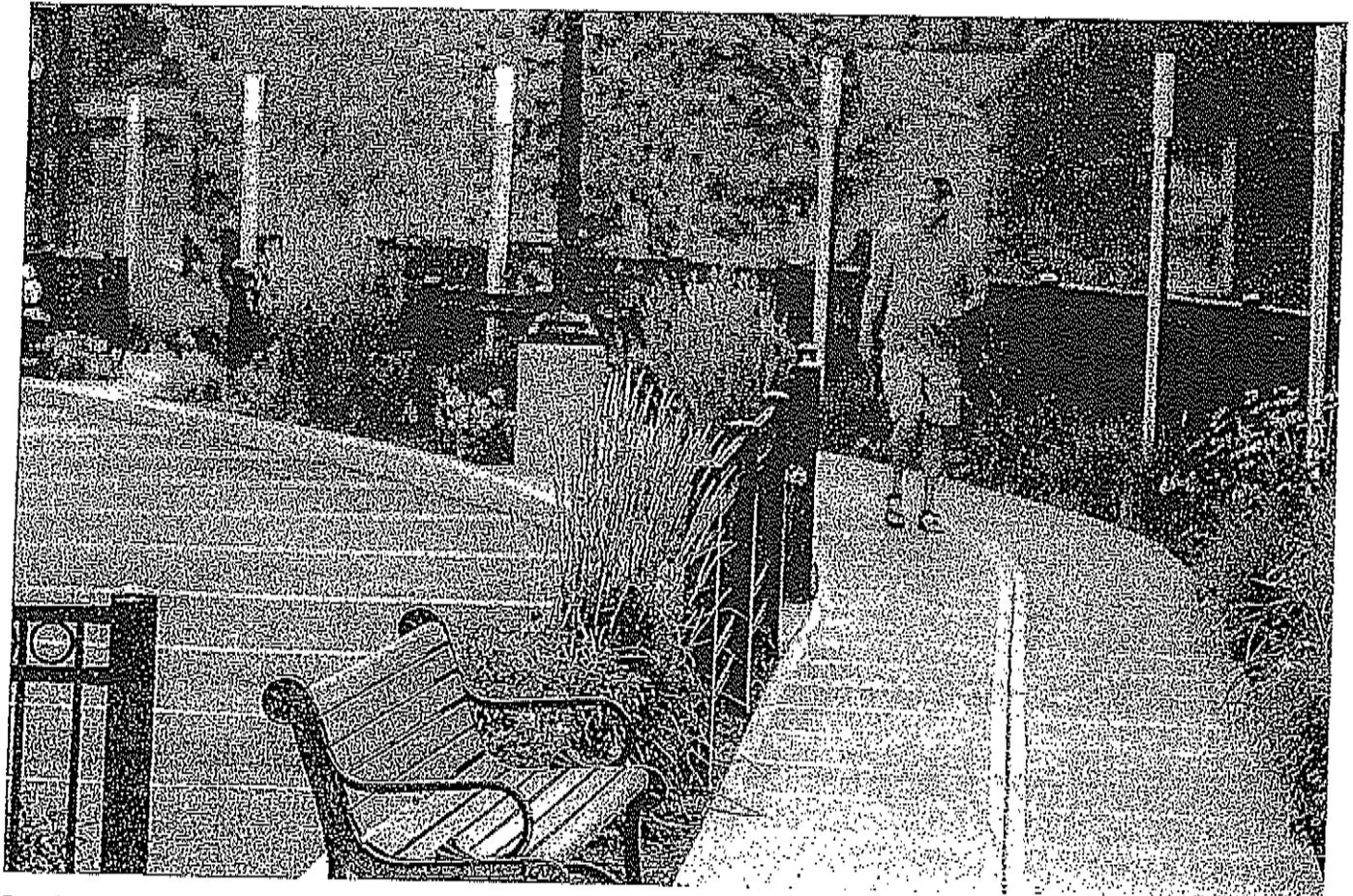
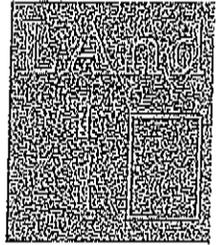
LEGEND & CONCEPT IMAGES:

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| 1. MAIN ENTRY/PLAZA & GARDEN | 2. ENTRY END/ OPPORTUNITY FOR COMMUNITY ART | 3. POTENTIAL COMMUNITY FLOWER GARDEN BEDS | 4. SEATING AREA WITH BENCHES & GLASS TABLE | 5. MAIN ENTRY/PLAZA & GARDEN | 6. ENTRY END/ OPPORTUNITY FOR COMMUNITY ART | 7. SEATING AREA WITH BENCHES & GLASS TABLE | 8. SEATING AREA WITH BENCHES & GLASS TABLE | 9. SEATING AREA WITH BENCHES & GLASS TABLE | 10. SEATING AREA WITH BENCHES & GLASS TABLE | 11. COMMUNITY GREEN | 12. SEATING AREA WITH BENCHES & GLASS TABLE | 13. SEATING AREA WITH BENCHES & GLASS TABLE | 14. SEATING AREA WITH BENCHES & GLASS TABLE | 15. SEATING AREA WITH BENCHES & GLASS TABLE | 16. SEATING AREA WITH BENCHES & GLASS TABLE | 17. SEATING AREA WITH BENCHES & GLASS TABLE | 18. SEATING AREA WITH BENCHES & GLASS TABLE | 19. SEATING AREA WITH BENCHES & GLASS TABLE | 20. SEATING AREA WITH BENCHES & GLASS TABLE | 21. SEATING AREA WITH BENCHES & GLASS TABLE | 22. SEATING AREA WITH BENCHES & GLASS TABLE | 23. SEATING AREA WITH BENCHES & GLASS TABLE |

OOOOOR LINDO DAD  
OOOOOOOOADOOOO  
Pedestrian Way

The pedestrian walk adjacent to the Franklin-Liberty municipal parking lot in downtown Schenectady is designed to create a dynamic new wayfinding experience that safely welcomes visitors into the downtown while also linking to various cultural nodes and three of the largest downtown parking areas. Wayfinding signage, multiple scales of lighting, thoughtful scoring patterns, plantings, and decorative fencing help define the corridor and connect several commercial hubs within the downtown area. The combination of street lights, pedestrian lights, and landscape lighting creates a highly visible, safe environment, promoting activity and vibrant street life around the clock.

*Work done by Mary Moore Wallinger while working as an Independent Contractor for PLACE Alliance. © PLACE Alliance.*





# Alta Planning + Design



## Alta creates active communities.

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has more than 180 staff in 30 offices across North America and an international workload. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

## Experience

We have experience working in all size communities, from a few thousand to millions, from rural to mountain and desert to suburban and urbanized areas. We strive to tailor each project to the community's unique setting, history, and culture through an active public participation process. Alta staff are proud to have designed and implemented over 8,000 miles of bike-ways, walkways, and trails.

## Dedication

Alta staff are at the forefront of the sustainable transportation movement. We are active in the Association of Pedestrian and Bicycle Professional (APBP), the Institute of Transportation Engineers, the Transportation Research Board, the Complete Streets Coalition, and have conducted national studies for the U.S. Department of Transportation. Alta is proud to be a founder of the NACTO Urban Bikeway Design Guide, the Initiative for Bicycle & Pedestrian Innovation at Portland State University, and APBP.

## Office Locations

Arlington, VA  
Atlanta, GA  
Baltimore, MD  
Benicia, CA  
Bentonville, AR  
Bozeman, MT  
Cambridge, MA  
Chicago, IL  
Dallas, TX  
Davidson, NC

Denver, CO  
Durham, NC  
Greenville, SC  
Tallahassee, FL  
Los Angeles, CA  
Memphis, TN  
Minneapolis, MN  
Oakland, CA  
Orange, CT  
Portland, OR

Sacramento, CA  
Salt Lake City, UT  
San Diego, CA  
San Jose, CA  
San Rafael, CA  
Seattle, WA  
St. Louis, MO  
Troy, NY  
Vancouver, BC

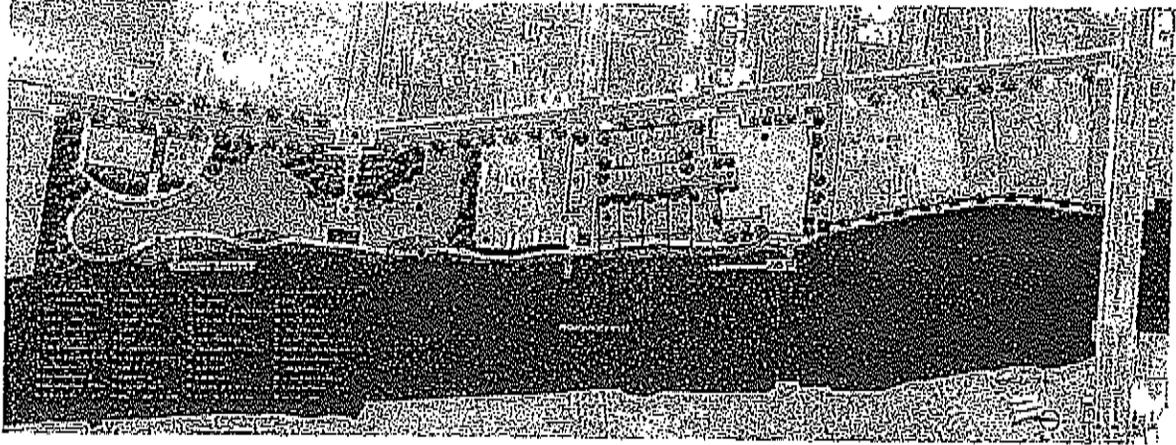


## Alta provides a full range of services including:

- Master plans (bicycle, pedestrian, trail, open space and park)
- Landscape architecture and project design
- Transportation and traffic engineering
- Greenway and corridor plans
- Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Counts, surveys, and demand analysis
- Complete Streets
- Bicycle parking design
- Trail safety and sustainability audit
- Signage and wayfinding plans
- GIS and mapping services
- Construction documentation and administration
- Safe Routes to School studies and plans
- Public involvement
- Technical assistance and training
- Education, encouragement, and marketing services
- Bike share feasibility studies

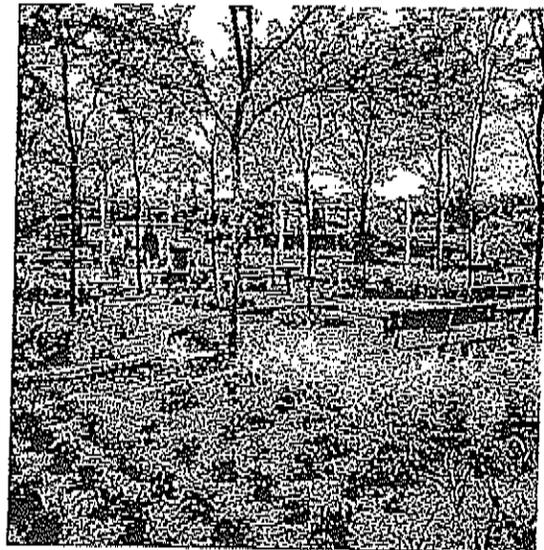


## Knowlton Street Park, Bridgeport, CT



Prior to joining Alta, Tom Tavella served as Project Manager and Lead Designer working with a collaboration of landscape architects, engineers, and brownfield remediation experts to convert a blighted portion of the City into a greenway and park. The greenway provides a direct and inviting pedestrian link between the City's East Side neighborhood, downtown, and transit facilities. Additionally, it adds value to the private investments being made in the historic housing stock that characterizes the East Side. Work included a master plan and Phase 1 and 2 construction documents.

Year: 2011-2014



Contact: Stephen T. Hladun, Special Projects Coordinator, City of Bridgeport Parks & Recreation Dept.  
203.576.7797 [steve.hladun@bridgeportct.gov](mailto:steve.hladun@bridgeportct.gov)



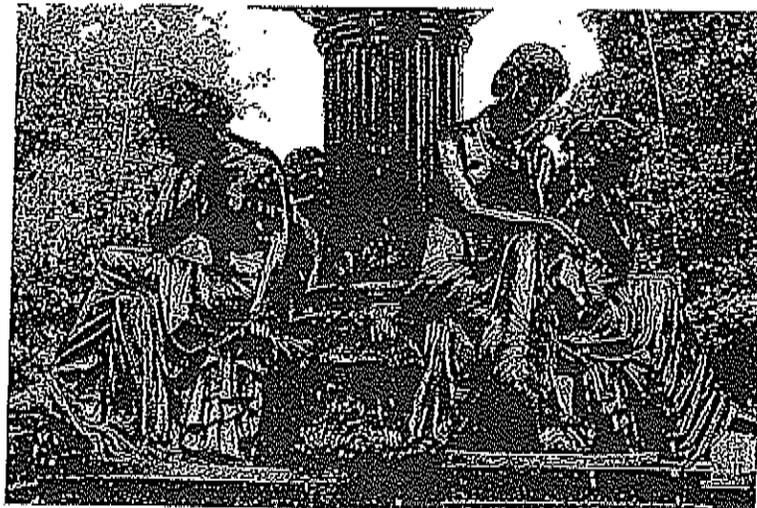
# Tavella Design Group, LLC

## Landscape Architects & Planners

### Clinton Foster Fountain Clinton, MA

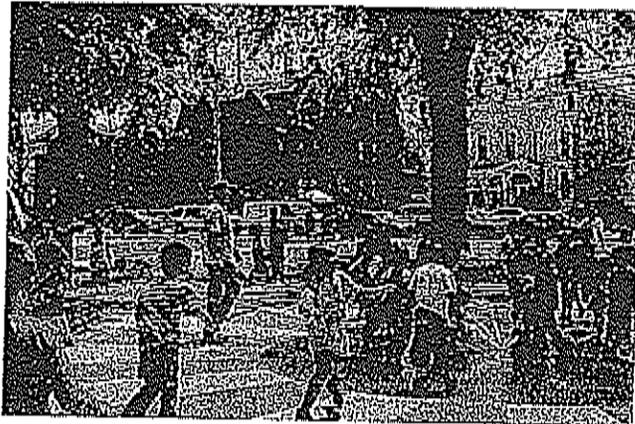
As the Landscape Architect in charge of the project, Thomas R Tavella, FASLA lead the design team to replicate the Clinton Massachusetts's Historic Fountain. Originally donated to the Town by John R. Foster in 1890 the Fountain was destroyed in a 1938 hurricane.

With only one cherub, one of the ladies, Tavella and his team worked with the Massachusetts Historic Commission (MHC) to replicate the destroyed fountain. Paint chip analysis was done by MHC to determine the exact historic color. The Patterns for the casting originally made by the Fisk foundry of New Hampshire were located at a foundry in Alabama who was awarded the contract to cast and assemble the new Fountain



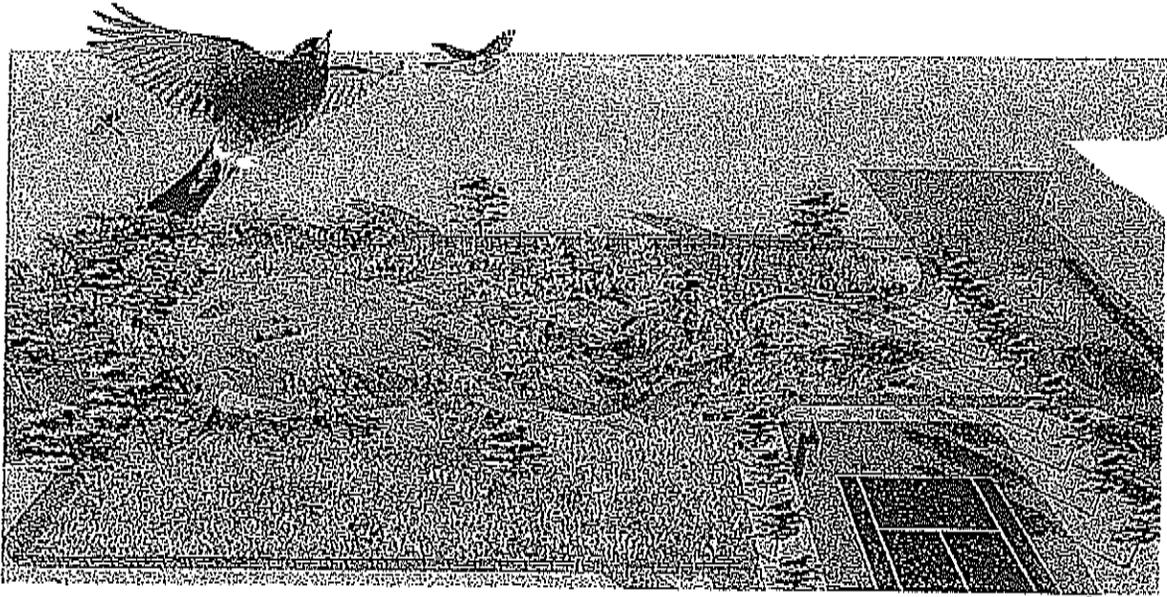
## Washington Park, Bridgeport, CT

Thomas R. Tavella, FASLA was the lead designer and landscape architect for the improvement at Washington Park in Bridgeport, CT. Improvements included: Repair of the existing restrooms, new swing set, repair of the existing basketball court, a new Victorian rose garden, repair of the historic Gazebo and historic ornamental fencing and a new splash pad.



Year: 2013

Contact: Stephen T. Hladun, Special Projects Coordinator, City of Bridgeport Parks & Recreation Dept.  
203.576.7797 [steve.hladun@bridgeportct.gov](mailto:steve.hladun@bridgeportct.gov)



## **Johnson Oak Park & Jettie S. Tisdale School, Bridgeport, CT**

### **PARTICIPATORY AND SCHEMATIC DESIGN SERVICES**

SiteWorks, with Tom Favella of Alra Planning & Design, worked with TPL on a three-month participatory design process to re-design Johnson Oak Park and the Jettie S. Tisdale Schoolyard in the East End neighborhood of Bridgeport, CT. The design process involved community engagement and workshops, neighborhood meetings, and working closely with Tisdale students. A multi-purpose turf field, outdoor classroom, rain garden and dry stream beds, sports courts, and accessible play events all became integral pieces of the student-programmed plans. The East End Neighborhood Revitalization Zone wish list included creating a picnic grove with a green roof pavilion, a dynamic water play feature and community garden. The schematic design also managed and infiltrated stormwater on-site, preventing it from entering Bridgeport's over-taxed combined storm/sewer system. This project marks the first of its kind - a collaboration of the City of Bridgeport and TPL's Park for People, Bridgeport, program. SiteWorks/Favella produced schematic designs, plans, cost estimates, renderings, and promotional materials for the project. Completion: Schematic Design Completed September 2014

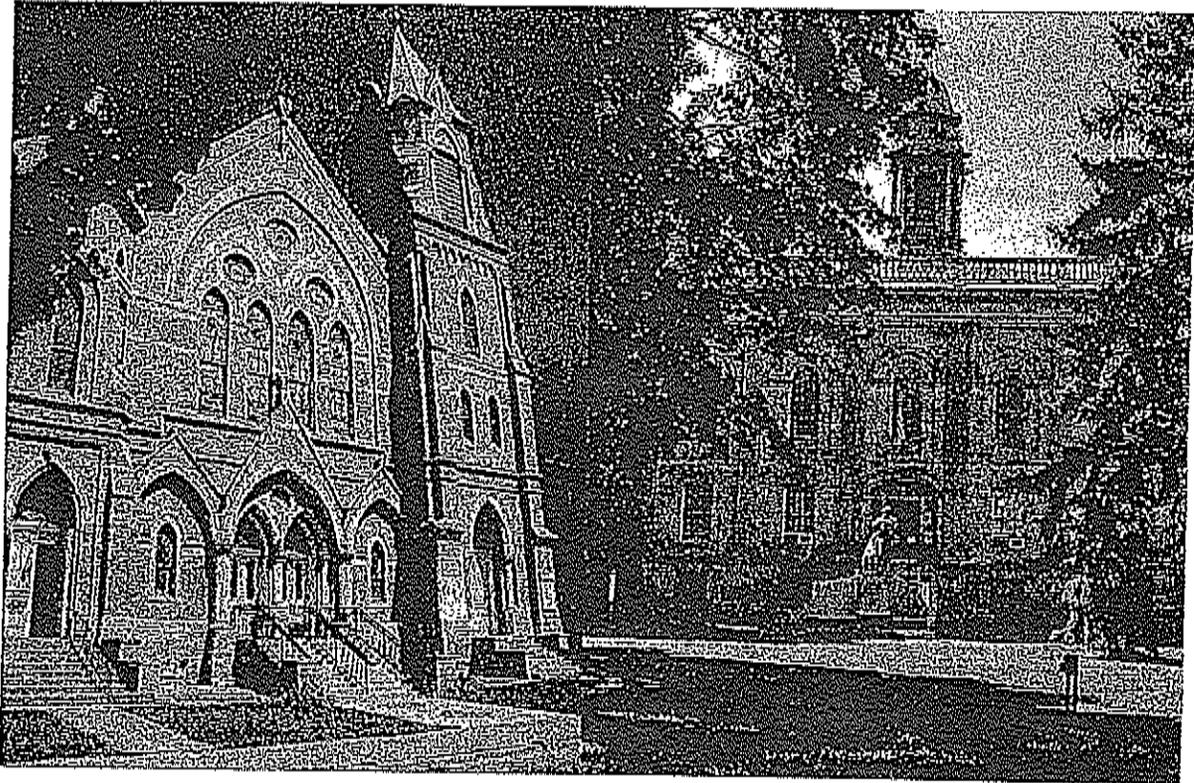
Construction Costs: Complete Master Plan - \$3,200,000.00, Phase One- \$1,642,000.00

Year: 2014

Contact: Stephen T. Hladun, Special Projects Coordinator, City of Bridgeport Parks & Recreation Dept.  
203.576.7797 [steve.hladun@bridgeportct.gov](mailto:steve.hladun@bridgeportct.gov)

# Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP



Lacey Thaler Reilly Wilson Architecture & Preservation, LLP is a full-service architectural firm specializing in the renovation, restoration, and adaptive reuse of our nation's existing and historic buildings. Located in historic Albany, New York, we provide a disciplined but nimble approach to the preservation and reuse of our existing and historic building stock.

The firm was officially formed in January 2015, but the partners have decades of experience working together in nationally-recognized firms. We are recognized experts in the historic preservation field, with over a century of combined project experience on dozens of local, state, and Federally-designated landmarks. We creatively solve the challenges of modern occupancy and efficiency requirements without compromising the integrity of the existing structure.

We have worked on projects that have won over two dozen design and preservation awards around the country, including three projects achieving the National AIA Honor Award for Architecture, our profession's highest honor. We have been privileged to work on many college and university campuses, including the Main Library at the State University of New York Albany Campus and complex projects to renovate landmark

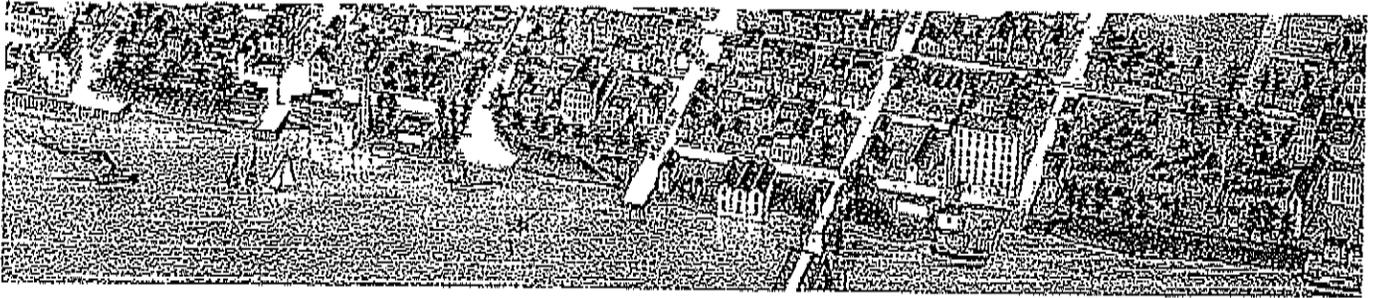
campus structures at Princeton, Cornell, and Michigan State Universities, University of Virginia, United World College and The United States Military Academy. We have performed many studies, restoration and renovation projects for state, federal and international clients such as the United Nations, New York, NY; the National Archives and Records Administration, Washington, D.C.; The National Park Service, and Save Ellis Island; and comprehensive Infrastructure projects at the New York State and Washington State Capitols.

We have extensive expertise in preservation planning including authoring numerous existing conditions surveys, historic structure reports, and feasibility studies for the adaptive reuse of historic buildings.

Lacey Thaler Reilly Wilson Architecture and Preservation, LLP is passionate about bringing new life to our architectural heritage and our historic communities, locally and nationally. We are dedicated to the renovation, restoration, and adaptive reuse of historic structures and the design of new construction in historic contexts to achieve efficient reuse of our heritage structures.

# References

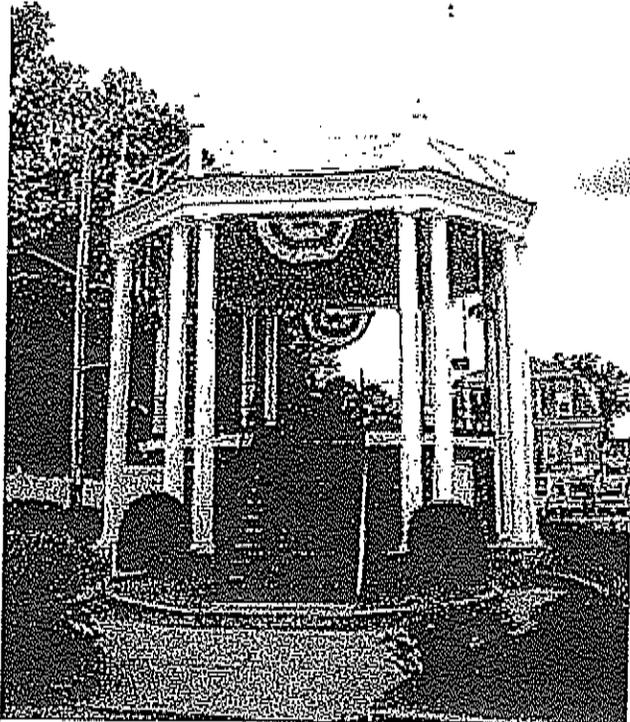
Lacey Thaler Reilly Wilson Architecture & Preservation, LLP



1. Restoration of Spencer Trask Memorial/Spirit of Life  
Name: Deborah LaBreche  
Title: Assistant City Engineer  
City of Saratoga Springs, NY  
Phone: (518) 587-7098  
deborah.labreche@saratoga-springs.org
  
2. Floyd Bennett Memorial Park Bandstand  
Name: Wayne LaMothe  
Title: Warren County Planning  
County Planner/Director  
Phone: (518) 761-6410  
lamothe@warrencountyny.gov
  
3. Helderberg-Hudson Rail Trail - Voorheesville Station  
Name: Robert Conway  
Title: Mayor  
Village of Voorheesville  
Phone: (518) 765-2692
  
4. Hilton Barn, Town of New Scotland, NY  
Name: Adam Greenberg  
Title: Town Board Concilman  
Town of New Scotland  
Phone: (518) 482- 3131  
agreenberg@townofnewscotland.com
  
5. Recreation Pavillion, Save Ellis Island  
Name: Janis Calella  
Title: President  
Save Ellis Island  
Phone: (973) 347-8400

# Floyd Bennett Memorial Park Bandstand

Warrensburg, NY



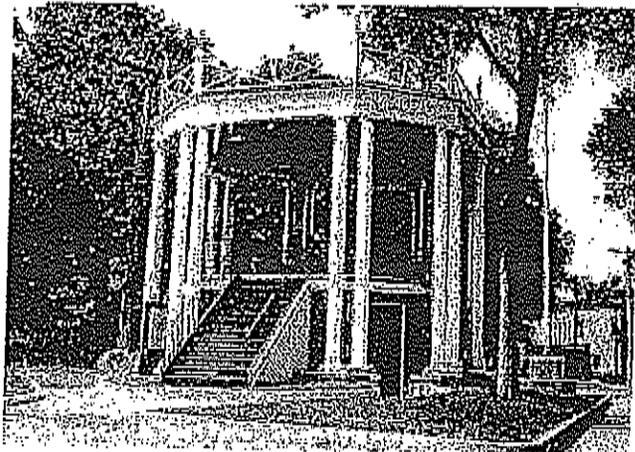
The park was named to honor Floyd Bennett shortly after his death in 1928. Bennett was an early aviation pioneer that originated from Warrensburg and made numerous accomplishments as a pilot and explorer. The bandstand serves as the village center and has been an important part of local events since its construction in 1929.

After eighty five years of heavy use the bandstand was in poor condition and was feared to be near collapse. The deteriorated wood framed roof structure and unbraced long columns allowed the roof to sway in the wind. Furthermore most of the woodwork and masonry was deteriorated and the public restrooms in the base were no longer functioning.

Dan Wilson, project manager while working for another firm, was responsible for the survey, design development and construction documents for the stabilization and restoration of the bandstand.

The largest component of the work included incorporating a new structural system for the roof without impacting the bandstand's historic character defining features. Working with MJ Engineering, as the structural engineer, a system of interior steel columns and a steel ring in the roof was designed to fit within the existing columns and roof structure to strengthen and stiffen the roof.

Other work included the replacement of the flat-seam metal roof, new wood roof balustrade to match the original, wood repairs, brick masonry pointing, new metal guardrail designed to be similar to the original railing but meet current building codes, concrete ramps to provide an accessible route to the public bathrooms, interior restoration and window and door restoration.



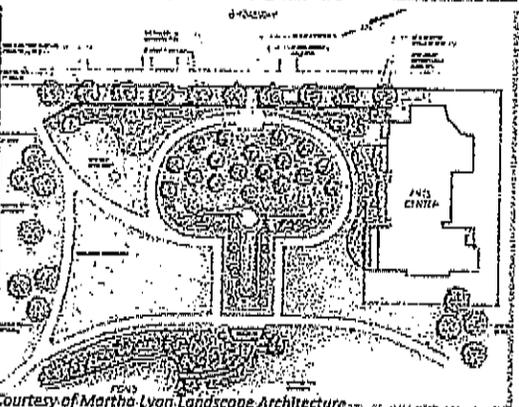
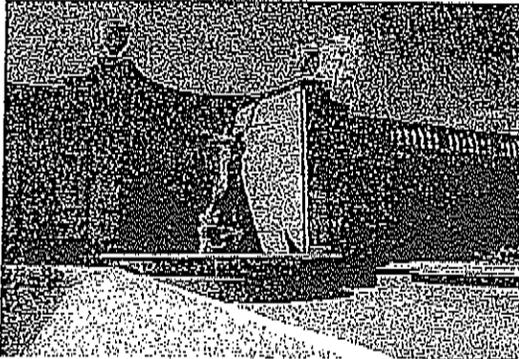
Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

ltrw-arch.com

# Spirit of Life and Spencer Trask Memorial

Saratoga Springs, NY



In 1913, Katrina Trask and George Foster Peabody commissioned a memorial in honor of Spencer Trask's work in preserving and protecting the healing waters of Saratoga Springs in Congress Park.

Originally developed in 1806, Congress Park is a National Landmark and a critical component of historic Saratoga Springs. The Spirit of Life and Spencer Trask Memorial was a major feature of the park's expansion in 1913.

Artist Daniel Chester French, along with architect Henry Bacon, creators of the Lincoln Memorial, designed the monument at the east end of Congress Park featuring the triumphant winged figure known as the *Spirit of Life*. The memorial was completed in 1915 including the surrounding landscape by landscape architect, Charles Wellford Leavitt.

Dan Wilson of LTRW was the lead architect for the restoration of this important memorial. Working with Martha Lyon Landscape Architecture, LLC, we developed a landscaping plan returning Leavitt's design, dealt with modern site constraints and balanced the needs of the masonry memorial with the needs of returning the landscape to its historic condition.

The project scope for the memorial itself involved the restoration, cleaning and repointing of the deteriorated limestone and cast-stone components, as well as fully cleaning and restoration of the bronze and stone statuary. Additional work included stucco restoration and repairs to the fountain's plumbing systems.

The project was completed in June 2015 for unveiling on the memorial's centennial celebration. Today, the memorial, surrounding landscape and sculpture have become a defining symbol of the City of Saratoga Springs, recognized by residents and visitors alike.

#### *Awards:*

*Preservation League of New York State - Excellence in Historic Preservation*

*American Society of Landscape Architects Upstate Chapter, Historic Preservation Merit Award*

*American Public Works Association Capital Branch, Historical Restoration/Preservation Less Than \$5M*

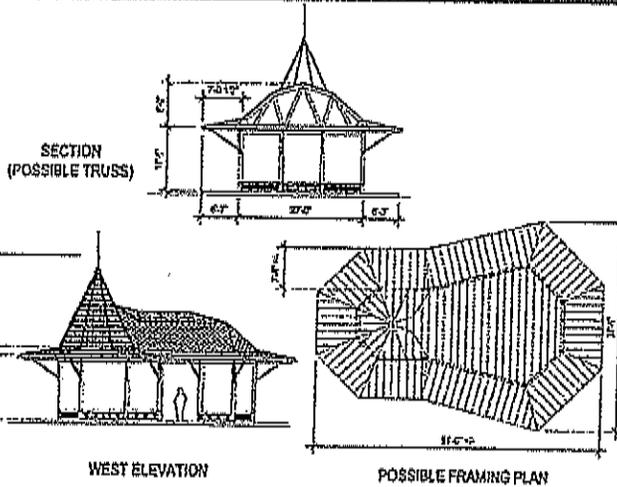
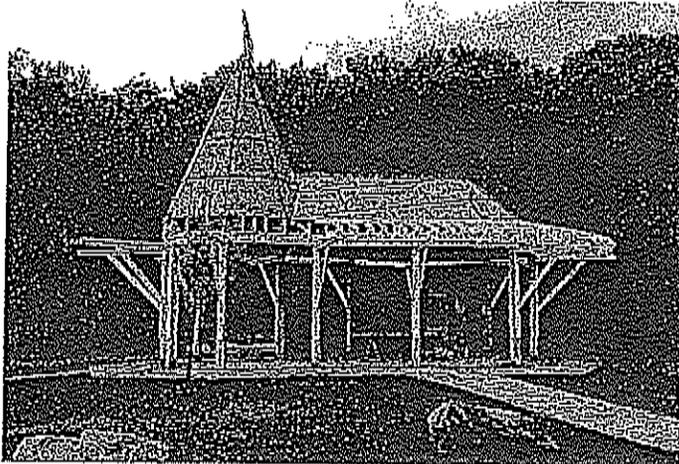
Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

ltrw-arch.com

# Helderberg-Hudson Rail Trail - Voorheesville Station Pavilion

Voorheesville, NY



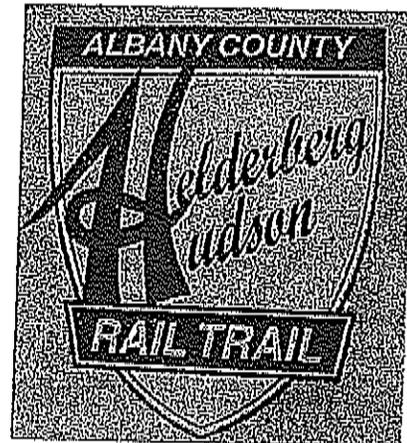
## New Construction in Historic Context

Currently under construction, LTRW provided concept design drawings in 2015 for an adaptation of the original 1864 train station for the Village of Voorheesville, and is now assisting the Village with the construction phase.

The structure functions as a simple shelter with open bench seating for cyclists, pedestrians and train enthusiasts who frequent the North Main Street Crossing for train viewing. The building is part of a park at the western terminus of the Helderberg Hudson Rail Trail, a nine-mile stretch of the old Delaware & Hudson Railroad connecting Voorheesville and downtown Albany.

This particular crossing in Voorheesville was one of only two of its kind in the United States, and was a very important Capitol Region transition for the transportation of freight and passengers around the Helderberg escarpment.

The rail bed is currently being converted into a paved recreational path, and runs past the new home of LTRW's Hilton Barn Project, situated at the intersection of the Rail Trail and Hilton Road in the Town of New Scotland.



# Recreation Pavilion, Save Ellis Island

Ellis Island, New York Harbor

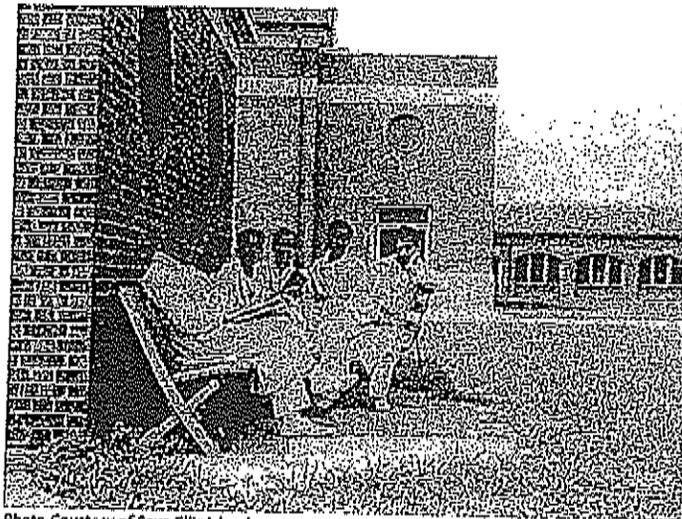
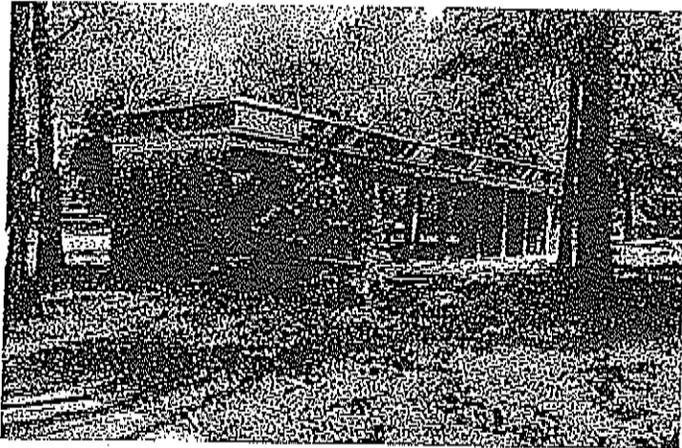
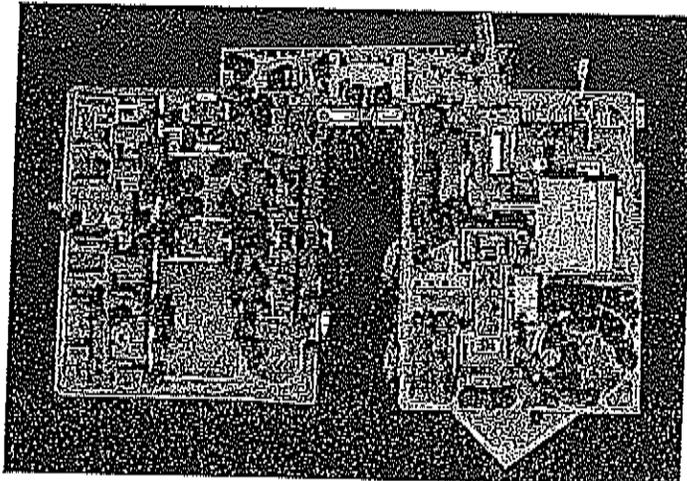


Photo Courtesy of Save Ellis Island



## Restoration

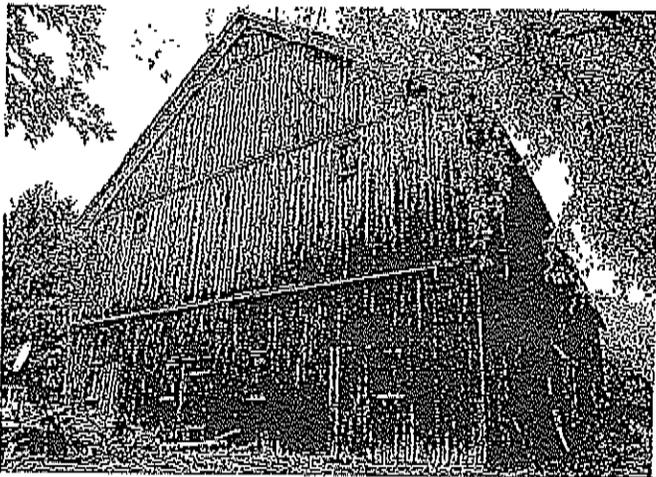
Planned as part of a larger redevelopment plan, the Recreation Pavilion is in a group of unoccupied but stabilized buildings managed in a partnership between Save Ellis Island and the National Park Service. It is one of the most recognizable structures on the Island, originally used as a place for respite and as part of the outdoor recuperative process for immigrants quarantined before finally arriving in America.

In 2008 the first phase of work was started to assess and provide construction documents for the restoration of the recreation pavilion as part of the open space development on the Island. Steve Reilly and Mark Thaler worked with Save Ellis Island and the National Park Service on design development documents. In 2014 Lacey Thaler Reilly Wilson Architecture & Preservation, LLP were contracted to complete the construction documents phase of the work on the pavilion.

The pavilion fronts on the great lawn on the south side of Ellis Island. Once restored it will provide a venue for public and private events, provide for a small office and enclosed storage. The project is currently awaiting funding.

# Historic Hilton Barn - Phase I Relocation

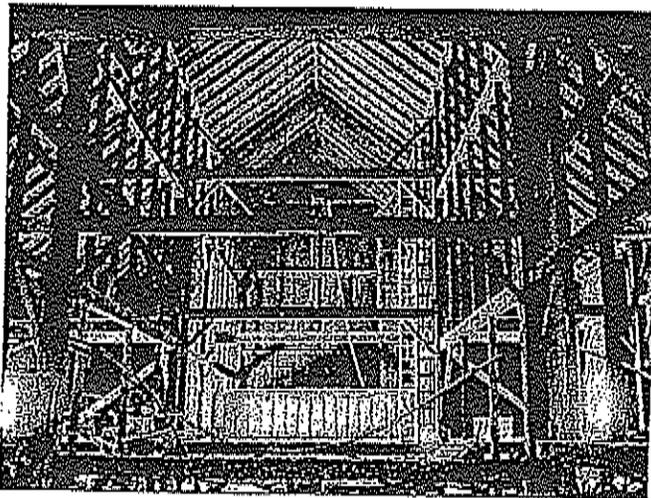
New Scotland, NY



At 60 feet wide, 60 feet tall and 120 feet long, the Hilton Barn is the largest historic barn in Albany County. The massive four-level structure was built in 1898 by Frank Osterhout for the Joseph Hilton Farm to store hay and produce.

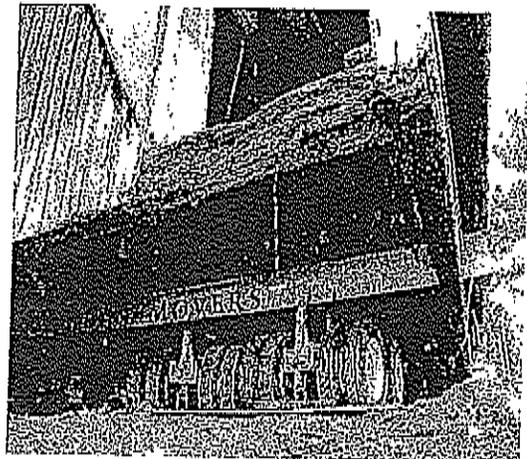
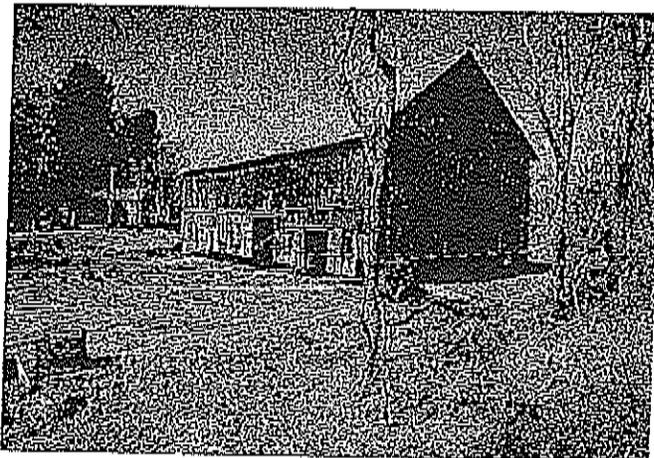
In 2015, redevelopment of a large portion of the original farmstead began, putting the barn in danger of demolition. Ownership of the barn was conveyed to Town of New Scotland, and Lacey Thaler Reilly Wilson worked with the Town to develop an overall strategy to save the barn by moving it intact to a new site, adjacent to the original Hilton farmhouse and the Albany County Helderberg-Hudson Rail Trail.

Phase I to move and stabilize the barn on a new foundation is scheduled to be complete in November 2016.



LTRW is working with the Town in planning future phases to restore and adaptively reuse the barn, its new site as community event space and coordinate with the ongoing development of the Rail Trail.

In addition, LTRW is working with the Town and their planning consultant AECOM on the Town of New Scotland Hamlet Rezoning Plan, and Steve Reilly sits on the Rezoning Committee. In the next phase of the project LTRW plans to facilitate community visioning sessions and will assist the Town in pursuing grants to complete the project.



Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

[ltrw-arch.com](http://ltrw-arch.com)

## Firm Profile

**M.J. Engineering and Land Surveying, P.C. (MJ)** is a multi-disciplinary planning, engineering and surveying consultant firm with 37 years of comprehensive consultant design experience. MJ is a certified Minority Business Enterprise (MBE) with a team of 100 full-time personnel, including certified planners, licensed professional engineers, registered architects and landscape architects, licensed professional surveyors, LEED-accredited professionals, and a qualified staff of graduate engineers, survey field personnel, and construction inspectors.

MJ's staff brings decades of expertise in the survey and design of parks, recreational facilities, trails, streetscapes, and pedestrian facilities. Our firm recognizes the importance of establishing and maintaining facilities to help increase cultural, economic, public health and environmental benefits. We have recently worked with several municipalities on park improvement projects, including the City of Troy, City of Albany, Town of Malta, and Town of Bethlehem.

Our survey group is highly experienced in topographic surveys, primary control surveys, photogrammetric control surveys, interior and exterior utility mapping, GPS, boundary surveys, riverbed / hydraulic analysis, elevation surveys, floor plan verification, GIS, survey layout and stakeout, 3D laser scanning and mobile mapping.



Engineering and  
Land Surveying, P.C.

# References

## **City of Albany**

Christopher Spencer, Planning Director

518.434.5262

[cspencer@albanyny.gov](mailto:cspencer@albanyny.gov)

## **State University Construction Fund**

Tamara Lecuyer, PE, Project Manager

518.320.1731

[tamara.lecuyer@suny.edu](mailto:tamara.lecuyer@suny.edu)

## **Schenectady Metroplex**

Jayne Lahut, Executive Director

518.377.1109

[jjahut@schenectadymetroplex.org](mailto:jjahut@schenectadymetroplex.org)



Engineering and  
Land Surveying, P.C.

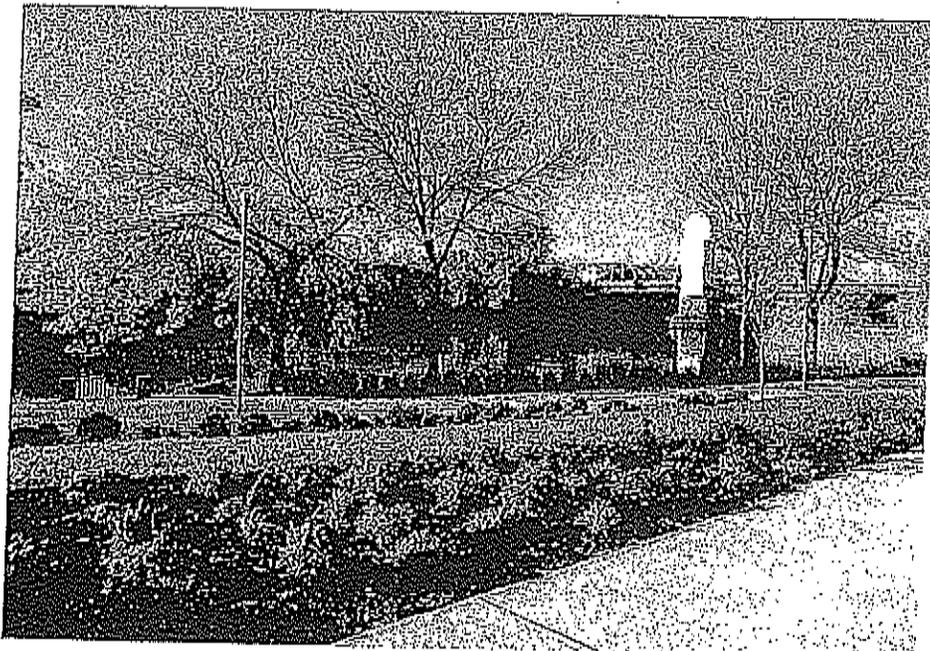
# Redevelopment of Troy Riverfront Park

Troy, NY

MJ provided survey, site/civil and environmental design services for this project to improve the connections between the Riverfront Park and Troy's downtown.

MJ's structural engineers inspected the existing conditions of the bulkheads to identify the areas of structural deficiencies and provide recommendations for remediation. MJ performed a traffic study to improve pedestrian and vehicular linkages to Riverfront Park and downtown. The study focused on trucks, cars, buses, bicycles, pedestrian and marine transportation systems. MJ also developed options and configurations to enhance parking availability and access, a key element of this project.

MJ developed a full Stormwater Pollution Prevention Plan (SWPPP), which included stormwater quantity management and stormwater quality treatment methods with erosion and sedimentation control measures and associated details, in accordance with New York Department of Environmental Conservation (NYSDEC) guidelines. MJ prepared a Long Environmental Assessment Form (EAF) in conformance with the State Environmental Quality Review Act (SEQR). MJ was also responsible for permitting and coordination with several regulatory stakeholders including: the City of Troy, the New York State Department of State (NYS DOS), NYSDEC, U.S. Army Corps of Engineers (USACE), New York State Office of General Services (NYS OGS), New York State Canal Corporation, New York State Department of Health, and New York State Office of Parks, Recreation and Historic Preservation (OPRHP).



## Key Project Elements:

Boundary and  
topographic survey

Hydrographic survey

Site/Civil design

SWPPP

Traffic study

Structural inspection

Permitting

SEQR

Owner:

City of Troy

Client:

W Architecture

Completion Date:

2011



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Land Surveying, P.C.

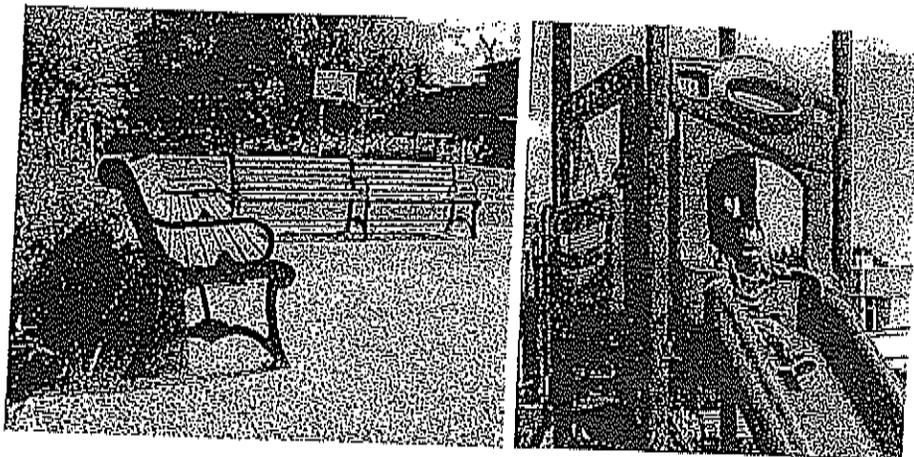
# Revitalization of North Swan Street Park

City of Albany, NY

This project involved the extensive renovation of the North Swan Street Park, a once dilapidated lot that was transformed into a multi-generational green urban park within the City of Albany's Arbor Hill neighborhood. The park was in a state of disrepair and identified as a priority for improvements in the Arbor Hill Neighborhood Plan. Five years ago, it was a crumbling paved lot with a weed-pocked basketball court surrounded by falling-down fences. Today, it is an environmentally sensitive, multi-use outdoor community center with playground equipment, benches, amphitheater, picnic areas, interactive water feature, prominent landscaping and a new, smooth basketball court. This green urban park is the first of its kind in the City of Albany and incorporates a variety of innovative approaches to sustainable water management. It is also notable in that it has been built to be universally accessible.

MJ provided architecture, site/civil and structural design, planning, survey and mapping, and environmental engineering to develop a detailed design and budget for the park revitalization.

Even more important than the design, North Swan Street Park represents a significant milestone in ongoing revitalization efforts for Albany's Arbor Hill neighborhood. The park has been a community vision for over a decade, since the completed Arbor Hill Neighborhood Plan called for quality of life improvements in the area. The project symbolizes individuals taking back its community that it once was year ago.



## Key Project Elements

- Park revitalization
- Site/civil design
- Structural design
- Planning
- Survey and mapping
- Environmental engineering
- Landscape architecture
- Construction plans
- Bidding services
- Construction administration
- Permitting
- Utilities
- SWPPP
- Signage
- Cost consolidation
- Green infrastructure design
- Public outreach

Owner

City of Albany

Contact Person

Ms. Julie Bronson

518-431-2530

Completion Date

2014



Engineering and  
Land Surveying, P.C.

# Site Improvements at the SUNY Administration Building Albany, NY

MJ provided design services to improve the site conditions at the State University Administration Complex in downtown Albany. This four-phased improvement plan included new entryways and walking surfaces, landscaping, signage, lighting, amphitheater seating, and other landscape improvements. Other project elements include a snow melt system beneath the sidewalks, new ADA-compliant ramps, an irrigation system and lighting in the plaza lawn areas, new banner poles and signage.



## Key Project Elements

- Project management
- Site/civil engineering
- Landscape architecture
- Survey and mapping
- Traffic engineering
- Street edge enhancement
- Sidewalk design
- Stormwater design
- Drainage design
- Lighting
- Wayfinding
- Amphitheater seating
- Recreatory paving
- Construction support services
- SWPPP inspections

## Owner

State University  
Construction Fund

Contractor  
Tandem LLC, PC  
518-326-1731

Completion Date  
2015



Engineering and  
Land Surveying, P.C.

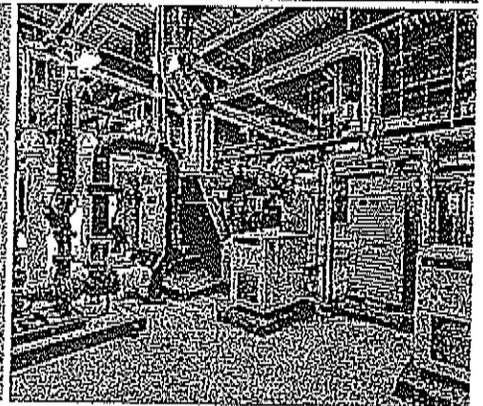
## Company Overview

### Mechanical Engineering

- Heating/ventilation/air conditioning
- Cogeneration
- Central chiller/heating plants
- Air filtration
- Exhaust
- Energy management
- Heat recovery
- Clean rooms
- Incineration
- Refrigeration
- Plumbing
- Sanitary systems and drainage
- Fire protection and sprinkler systems
- Backflow prevention
- Fuel storage and distribution
- Systems commissioning
- Computational Fluid Dynamics Modeling (CFD)



*We are committed to designing projects that maximize the value our clients receive from their investment. M/E's partners are involved in every project from inception to completion.*



### Electrical Engineering

- Load analysis and short circuit analysis
- Protective relaying and coordination
- Cogeneration
- Medium voltage substations
- Medium and low voltage distribution
- Power factor correction
- Uninterruptible power supply (UPS)
- Network and data systems
- Telephone and intercommunication systems
- Emergency power systems On-site generation
- Fire alarm and evacuation systems
- Security/CCTV/access control
- PA and sound systems
- Systems commissioning

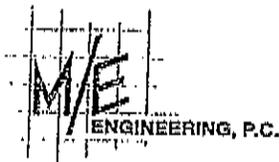
**M/E Engineering, P.C.** is a New York State Professional Corporation. Founded in 1991, M/E Engineering, P.C. is a mechanical/electrical consulting engineering firm committed to value-driven solutions for its clients. Four offices and an expert staff of licensed professional engineers, project designers and technicians serve industrial, commercial, educational, health care, institutional and municipal clients. A commitment to producing designs that result in reliable and efficient systems drives every M/E Engineering project.

M/E Engineering has over 160 employees, including 35 licensed professional engineers, 51 senior engineers/senior designers, 30 project engineers/project designers and 32 designers/CAD technicians.

Our Capital District Office includes 4 licensed professional engineers, 9 senior engineers/senior designers, 6 project engineers/project designers, 5 designer/CAD technician and 4 administrative support personnel.

M/E Engineering offers services including initial programming, planning and feasibility studies; schematic design and systems life cycle cost analysis; design development and value engineering; engineers' estimates of probable construction costs; and production of construction drawings and specifications. M/E Engineering also provides construction phase services including bid analysis, construction observation, shop drawing review and systems commissioning. To meet our client's needs, a Partner or Principal is engaged in the design process from inception to completion.

The Rochester Business Alliance ranked M/E Engineering among the Top 100 Fastest Growing Rochester Companies ten times between 1995 and 2009. The company received the Zweig White and Associates *Hot Firm Award* in 2001, 2002, 2008, 2009, 2010 and 2011 for being one of the fastest growing architecture, engineering, planning and environmental consulting firms in the United States. M/E has also been included in Consulting Specifying Engineer Magazine "MEP Giants 100" list for fourteen consecutive years.



**Value-Driven Solutions**

## Richardson Olmsted Complex Site Lighting

Buffalo, NY

Budget  
\$3,760,000

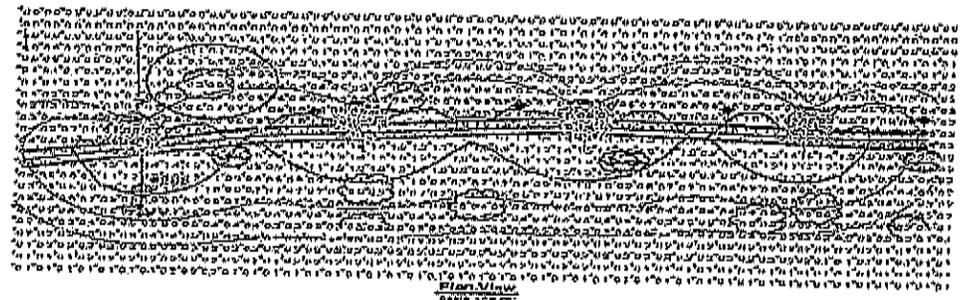
MEP Construction  
Cost  
\$560,000

Square Footage  
348,480

Completion Date  
2012

Reference  
Andropogon  
Associates, LTD  
Chris Mendel, RLA  
(215) 487-0700

**What We Did**  
Incorporate the lighting into the landscape design of the South Lawn pathways and revised roadway layout. Create a connection with the Olmsted Park Conservancy and conserve resources using efficient lighting design. Design the pathway, roadway lighting and landscape lighting on the historic tree and flagpoles. The design also included the electrical distribution and branch circuit wiring.



Design of site lighting and landscape lighting for the Richardson Center, Center Corporation of the South Lawn eight acre site of the Richardson Complex. The design services included LED pathway lighting, roadway lighting and landscape lighting. Design services included assistance with the selection of poles and fixtures and lighting point-by-point calculations, electrical distribution and lighting circuiting.

### Challenges:

Create a connection with the Olmsted Park Conservancy and conserve resources using efficient lighting design. Design the pathway, roadway lighting and landscape lighting on the historic trees and flagpoles.

### Old Falls Street Reconstruction

#### Niagara Falls, NY

**Budget**  
\$5,000,000

**MEP Construction Cost**  
\$900,000

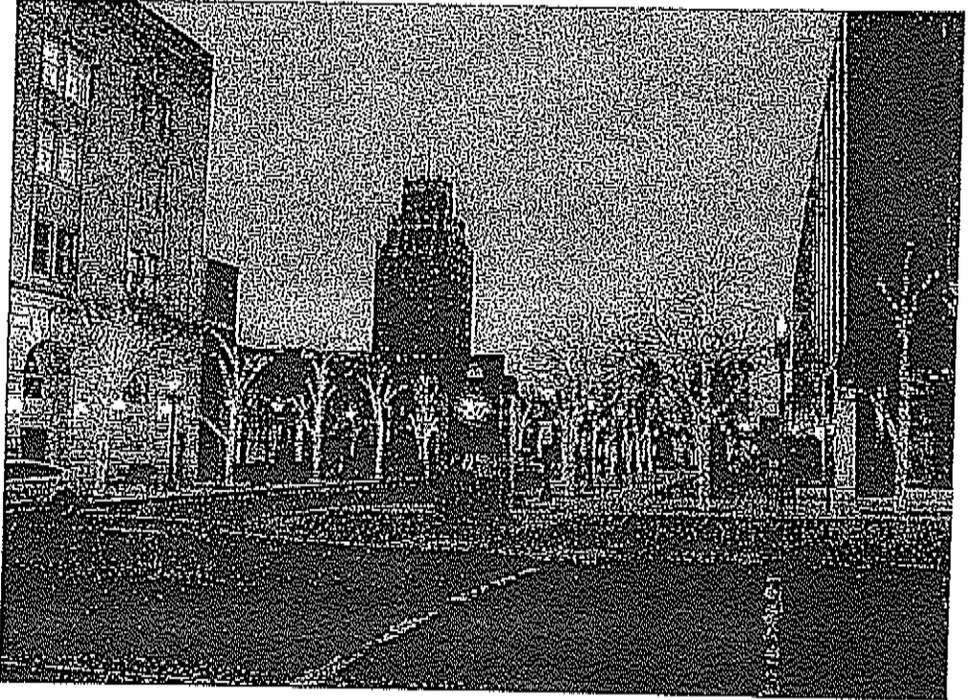
**Project Footprint**  
4.5 Acres

**Completion Date**  
2010

**Reference**  
USA Niagara  
Development  
Corporation  
Paul Tronolone  
(716) 284-2556

**What We Did**  
Design of the electrical and lighting systems for the renovated street area including:

- Nighttime security lighting design and calculations.
- Custom power distribution systems for street vendors and carnivals.
- Automation and control system design for holiday lighting.
- Preservation of historic post top luminaires.
- Data network and control system for way finding signage.



At the historic Old Falls area in Niagara Falls, M/E Engineering designed the site lighting and power distribution systems. The project provided improvements on the overall setting for economic development and carved a pathway from the Casino to the State Park.

#### Challenges:

The client wanted to provide patrons an elevated sense of security at night while restoring vehicular lanes on the street. M/E determined through careful survey that most of the original poles and lighting fixture housings could be restored and updated to new lighting standards. The existing street control system required replacement and organization to minimize maintenance and allow street vendors to quickly populate the area.

## Lower Union Street, Schenectady, NY Streetscape Lighting

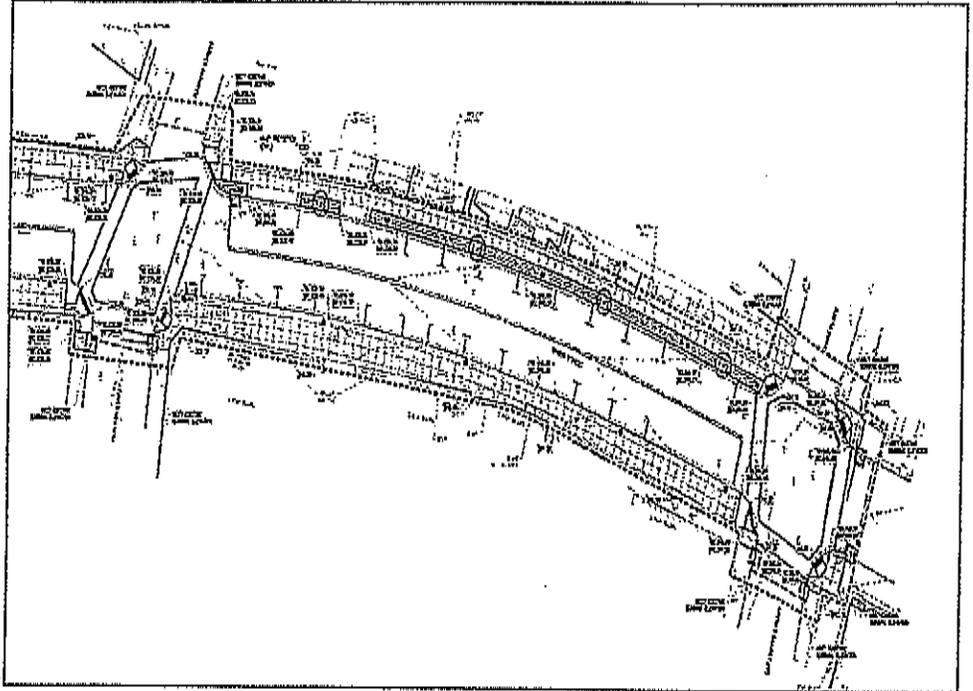
### Schenectady, NY

Budget  
\$1,700,000

MEP Construction  
Cost  
\$200,000

Completion Date  
November, 2015

Reference  
MJ Engineering and  
Land Surveying, P.C.  
Chris Dooley  
518-371-0799



#### What We Did

- Site visits to review field conditions
- Design site lighting for Lower Union Street as defined by M.J. Engineering and Land Surveying, P.C.
- Design conduit routing and pull box locations.
- Coordinate power for site lighting with National Grid.
- Electrical specifications.

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	MFR. & CATALOG No.	LAMP	VOLTAGE/DRIVER	MOUNTING	UNIT WATTS	EFFICACY	REF. NOTES
A-HEAD	LED POST TOP LIGHT WITH SYMMETRIC LIGHT PATTERN, F66 RATED, SEALED LED CHAIBER, ON-BOARD MOTION AND TEMPERATURE SENSORS	AMERLUX SWARTSITE SERIES, MODEL NO. P2/S/A021PC-CL/AVI-SY-4H/GREEN	57W LED 4,290 LUMENS 4000K 80 CRI	120V	POLE MTD	57	100 LM/W	
A-POLE	16 FT. DECORATIVE STEEL POLE WITH CAST ALUMINUM PEDESTAL BASE WITH 121 ACCESS DOORS AND CITY SEALS, BANNER ARMS, AND FINISH TO MATCH FIXTURE HEAD	LISOU METAL, NOSTALGIA SERIES WITH COLUMBIAN BASE, OR EQUAL; 16' FT. FLOTE	-	-	REFER TO POLE LIGHTING STD. FOUNDATION DETAIL	-	-	1, 2

Electrical engineering design for the new streetscape lighting on Union Street from Erie Boulevard to Park Place, in the City of Schenectady, NY.

Design included LED lighting sources and wiring infrastructure for integrated city security monitoring systems.

### University at Albany Implement Lighting Master Plan

#### Albany, NY

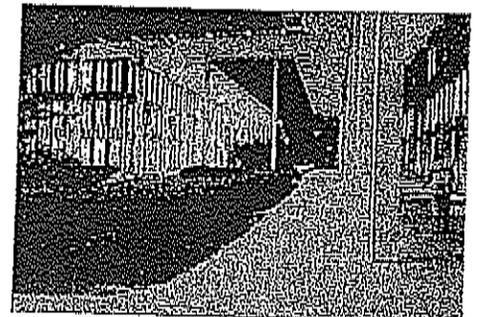
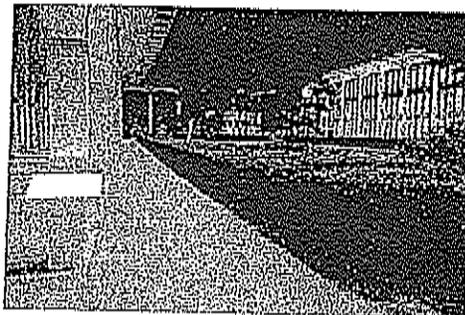
Anticipated MEP  
Construction Cost  
\$1,800,000

Anticipated  
Completion Date  
2015

Reference  
University at Albany  
(SUNY) - Mark Hahn  
(518) 442-3197

#### What We Did

- Exterior Podium  
Roof and Deck  
Lighting
- Fine Arts Museum  
Lighting
- Saucer Lights
- LED Lighting  
Fixtures



Lighting upgrade project at the university's uptown campus. The project consisted of three components; LED exterior podium site lighting upgrade, fine arts museum lighting and control system upgrade, and refurbishing of (26) custom existing 9' diameter exterior luminaires.

#### Challenges:

Challenges have included developing custom hinged mounting details for the standard LED podium roof and deck lighting system, completing photometric calculations for over 400,000 square feet of podium deck, walkways and stairways, developing an energy saving luminaire recipe that will uphold art gallery style incandescent illumination standards and routing and circuit tracing all aspects of the power design to integrate seamlessly into the campus wide building management system network.

### University at Albany Implement Lighting Master Plan

#### Exterior Podium Roof and Deck Lighting

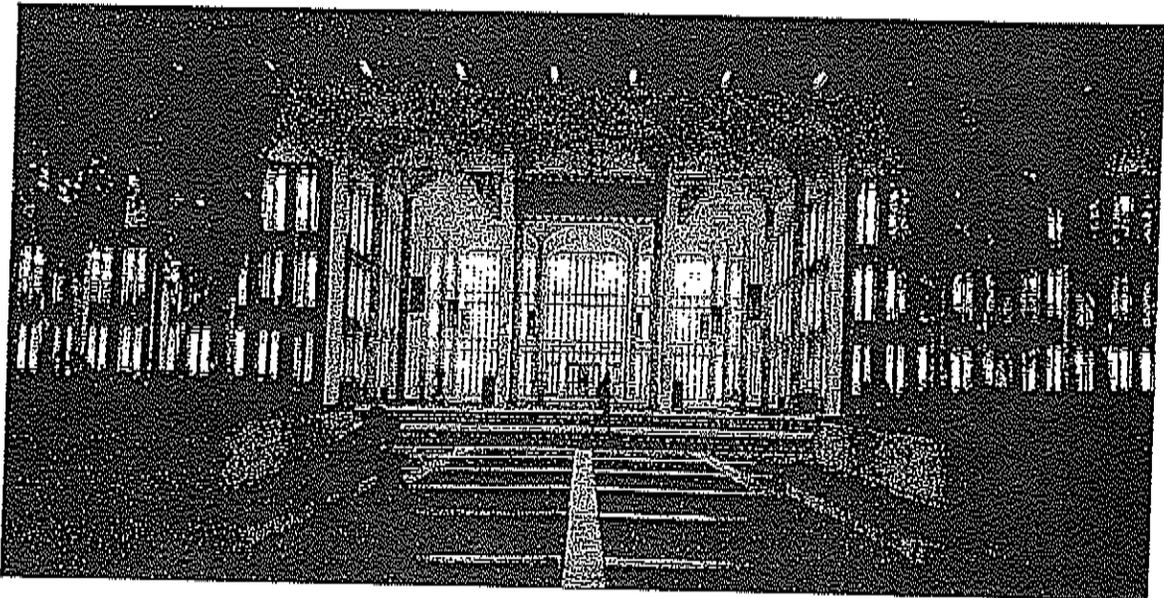
- The podium scope includes replacement of existing lighting and installation of a new energy saving LED roof and pole lighting system to illuminate the podium deck, walkways and stairways, and two courtyard areas. Over 1,200 LED lighting fixtures will be connected and illuminate over 495,000 square feet of site area. The new LED lighting system will be integrated and controlled by the existing campus energy management system and will provide a heightened security illumination level at the walkways, stairs and courtyard areas. The upgrade provides a custom automatic leveling mounting system at each roof cavity stationary installation and future maintenance.

#### Fine Arts Museum Lighting

- Replacement of the approximately 1,200 linear feet of existing incandescent track lighting system and ambient night lighting fixture array. Technology and fixture design will elevate the museum to current energy standards and source technologies while maintaining museum grade illumination and space flexibility. The automated lighting control upgrade includes a touch screen based relay system that provides flexibility for art shows, entertainment events and ceremonies in the space along with full integration into the campus wide building management system. The new system will provide energy savings through LED, metal halide and low voltage gallery style track head components with all necessary gallery lamp aiming, shrouding and beam pattern accessories.

#### Saucer Lights

- Recondition twenty six (26) existing saucer luminaires consisting of refurbishing the spun aluminum saucer discs and replacing the internal illumination. The saucers are approximately nine (9) feet in diameter and are suspended approximately 12' from the podium roof structure. Project specifications include an objective criteria by which to assess the acceptability of each saucer and implement a custom refurbishing system method. All saucer luminaires will be connected to the existing campus wide building management system.



## Park Projects

### Brighton Town Park - Brighton, NY

- Design of a backflow preventer and booster pump for a field irrigation system.
- Baseball Field - Lighting Design.
- Concession Stand: 1,600 SF Concession Stand and site lighting throughout Park.
- Field Power: Electrical design for two (2) 150-amp electrical service to Field C.
- Lodge: Construction of a 1,600 SF Lodge.
- Lighting: Additional site lighting.

### City of Rome - Bellamont Park - Lighting - Rome, NY

- Site Lighting.

### City of Schenectady - State Plaza Park - Schenectady, NY

Electrical Engineering design for the proposed construction for the Schenectady Gateway Plaza Park Including:

- Site lighting design utilizing City standard lights on State Street.
- Design specific pole lights along the main pedestrian axis.
- Design specific lighting in the Plaza and lawns.
- Incorporation of renewable energy.
- Traffic signal control power.
- Coordination with National Grid for site electric service.

### Carter Street Recreation Center - Site Improvements - Rochester, NY

- Electrical and plumbing design for site improvements to include connections to water-park type playground equipment.

### Central Park - Rose Garden - Schenectady, NY

- Electrical engineering design for the proposed construction of the Central Park Rose Garden Pergola.

### Clarence Town Park - Historical Building - Sprinklers - Clarence, NY

- Fire protection engineering design for the addition of an automatic sprinkler system to protect the Town of Clarence Historical Building at the Clarence Town Park.

### Deerwood Golf Club - Irrigation Pumping Station - North Tonawanda, NY

- New pumping station supplying golf course irrigation system from retention pond on course.

### City of Glens Falls - City Park - Lighting Improvements - Glens Falls, NY

- Site lighting, signage lighting and decorative accent lighting for city park.

### Massapeque Boy Scout Camp - Syracuse, NY

- Renovations to Kitchen, Toilet Rooms and Site Electrical Work. Design included 5kV single phase distribution system to several new Buildings.

### McCarthy Park - Lighting - Buffalo, NY

- Replacement of lighting at McCarthy Park and LaSalle Park.

### Monroe County - Black Creek Park - Churchville, NY

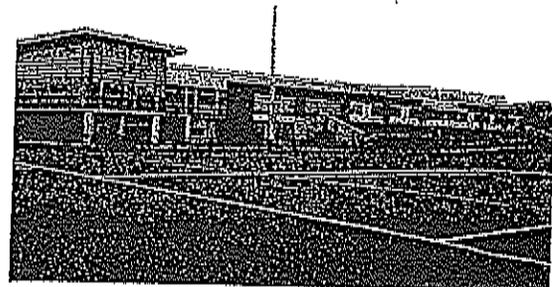
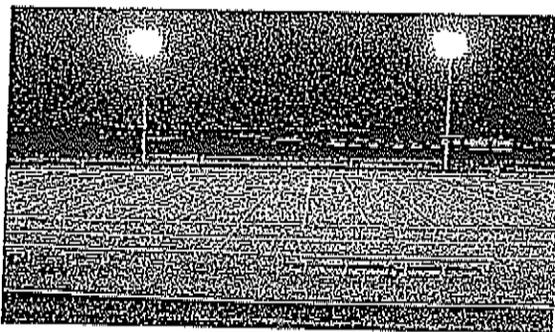
- Addition of a new Lodge, Restroom Facilities and Pavilion at Black Creek for Monroe County.

### Monroe County - Greece Canal Park - Greece, NY

- Renovations to enclosed Lodge at Monroe County's Greece Canal Park.

### Old Erie Canal Heritage House - Port Byron, NY

- Site electrical design for improvement to the Old Erie Canal Lock and historic Erie House located in Port Byron, NY. The improvements include site design and landscape architecture to turn the area into a rest area and visitor's center for the New York State Thruway.





## SECTION D RESUMES

- 1 LANDART STUDIO LANDSCAPE ARCHITECTURE
- 2 ALTA PLANNING & DESIGN
- 3 LACEY THALER REILLY WILSON
- 4 M.J. ENGINEERING & LAND SURVEYING
- 3 M/E ENGINEERING, P.C.

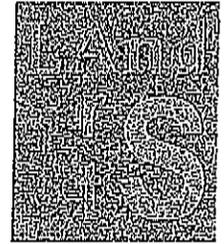


**MARY MOORE WALLINGER, RLA, ASLA  
PRINCIPAL**

With over fourteen years of experience in landscape architecture and urban design, Mary Moore approaches projects by applying sustainable and creative strategies to realize a site's full potential. She began her career at the Office of James Burnett where she collaborated on such projects as the Park at Lakeshore East in Chicago and the NASA Rehabilitation Center. Her later work with PLACE Alliance, Synthesis, and the LA Group included a diverse range of projects, including design and construction documents for the Schenectady County Library Plaza, long-term community recovery design and planning for New York Rising communities that suffered flood damage from hurricanes, an Implementation Study for Schenectady Gateway Plaza, design and construction documents for the Ellis Hospital Healing Roof Garden, and master planning for Skidmore College.

Mary Moore plays an active role in her community, from her position as Chair of the Schenectady Planning Commission to starting a year-long farmers' market that has been instrumental in downtown Schenectady revitalization efforts. She has presented at both national and regional conferences on multiple topics including smart growth, waterfront redevelopment, downtown revitalization strategies, promoting farm-friendly communities, and urban forestry. In 2014 she presented at both the National American Society of Landscape Architects (ASLA) Conference in Denver, CO and the National Congress for New Urbanism (CNU) Conference in Buffalo, NY.

As the founding Principal of LAndArt Studio, she is a staunch advocate of smart growth, low impact development and celebrating the landscape in ways that shape the human experience. Much of her design is influenced by her previous experience living and studying gardens throughout Europe and her knowledge is backed by years of working in gardens including her own and those of Monticello, the historic home of Thomas Jefferson. Mary Moore has managed and overseen the design and implementation of numerous projects both public and private. Her experience includes working with municipalities, public school systems, universities, healthcare facilities, private corporations and non-profit organizations. She has worked on city and town center master plans and design guidelines, streetscape improvement projects, parks and recreational spaces, campus design, healing gardens, and a number of sustainable design projects.



**EDUCATION**

*MLArch, Landscape Architecture*  
University of Virginia  
2002

*BA, English*  
University of Virginia  
1997

*Fellow*  
American Academy of Landscape  
Architecture, France  
2001, 2002

**C O C E S E S O  
REGISTRATIONS**

*Registered Landscape Architect*  
New York  
# RLA 002110  
MWBE #60206

**PROFESSIONAL  
EXPERIENCE**

*Principal*  
LAndArt Studio NY PLLC  
2015+

*Senior Landscape Architect*  
PLACE Alliance  
2013-2015

*Senior Landscape Architect*  
Synthesis Architects, LLP  
2007- 2013

*Project Manager*  
CLA Site  
2005-2007

*Project Designer / Manager*  
LA Group  
2003-2005

*Project Designer*  
The Office of James Burnett  
2002-2003



## Tom Tavella, FASLA, PLA, LEED AP Principal



Tom Tavella has more than 30 years of experience in land use planning, landscape architecture, and urban design. He skillfully manages design teams to prepare feasibility studies, master plans, and site plans for downtown redevelopments, streetscapes, parks, and plazas. His ability to work with civil engineers, architects, and contractors enables him to achieve functional and aesthetic design solutions. Tom consistently embraces sustainable philosophies and technologies and is a strong proponent of healthy communities through design. He uses his interdisciplinary and practical skills to assist communities with reaching their goals in a professional and cost-effective manner.

### Education

- BS, Environmental Design, University of Massachusetts
- AAS, Forestry, Paul Smiths College

### Professional Registrations

- Professional Landscape Architect: CT (#692), MA (#1057), RI (#340), NY (#1947-1), NC (#1470), AR (#390), VT (#125.0110270), MD (#3828)
- CLARB Certified (#3931)
- LEED Accredited Professional

### Professional Highlights

- Alta Planning + Design, 2014-
- President American Society of Landscape Architects, 2013
- President Tavella Design Group, 2013, 2008-2010
- Director of Design Fuss & O'Neill, 2010-2013
- Vice President, BSC Group, 2003-2008
- Vice President, Diversified Technology Consultants, 1994-2003
- Landscape Architect, Tate and Associates, 1992-1994

### Selected Projects

#### Lawrence Street Trail Construction Documents, Yonkers, NY

Tom served as Landscape Architect and Senior Advisor for the design of 3,200 linear feet of multi-use trail along a historic rail line in the Lowerre Neighborhood. The project incorporates a park along the trail, a raised crosswalk, a roadway crossing with curb extensions, and pedestrian and cyclist safety improvements.

#### Tisdale Park, Bridgeport, CT

Tom is working with the Trust for Public Lands to develop this community park. Amenities include a children's play area and splash pad, a shelter, passive meadow area, and walking paths.

#### Brewster Groves Pocket Park, Bridgeport, CT

Tom served as the Lead Landscape Architect and Mobility Specialist to transform a dangerous intersection into a community asset. The design clarified traffic patterns making the intersection safer for all modes of travel. It also included a pocket park featuring bioswales and a neighborhood gathering space.

#### Master Plan for Multi-Use Recreation, Dublin, GA

Tom was the Senior Advisor for this design charrette focused on connecting state bicycle routes and a riverfront trail system to downtown Dublin. The team explored opportunities for connections to regional destinations, downtown redevelopment, and placemaking opportunities along the proposed trail corridor. A park and trail system along the Oconee River provides residence a long lost connection to the river.

#### Festival Pier, Master Plan and CDs, Pawtucket, RI\*

Tom served as the Lead Designer for the festival pier. He worked with brownfield remediation experts to clean-up the site and to transform an oil refinery, located on the Seekonk River, into a public amenity. Plaza spaces were designed to accommodate the City's annual dragon boat races. Phytoremediation plantings were used within the plazas to capture and clean stormwater run-off from the new paving.

#### Oyster Shell Park Master Plan and Design, Norwalk, CT\*

Tom was the Project Manager for improvements to Oyster Shell Park, a closed landfill and part of the larger Norwalk Inner Harbor plan. The project

includes mix-used public and private investments along the Norwalk River waterfront. Tom incorporated green design techniques to meet the sustainable sites initiative into the overall master

plan. The park includes a linear trail connecting the Maritime Museum, along the Norwalk River to the Stepping Stones Children's Museum.

*\*Completed prior to joining Alta*

### **Professional Organizations**

- 2014–Present Past president ASLA
- 2013–2014 Immediate Past President ASLA
- 2012–2013 President ASLA
- 2011–2012 President Elect ASLA
- 2007–2009 Vice President of Communication, ASLA
- 2003–2007 Connecticut Chapter Trustee, ASLA Board of Trustees
- 2006–2007 Chair, ASLA Professional Practice Networks Council Chairs
- 2005–2007 Chair, ASLA Public Relations Advisory Committee
- 2002–2005 Member, Public Relations Advisory Committee
- 2005 Speaker, ASLA Annual Meeting, Fort Lauderdale, FL
- 2002 Member, ASLA Member Services Committee
- 2001–2003 Connecticut ASLA Chapter President
- 1997–1998 Connecticut ASLA Chapter President

### **Honors and Awards**

- 2013 University of Massachusetts Distinguished Alumni Award - School of Landscape Architecture and Planning
- 2008 Connecticut Real Estate Awards Blue Ribbon Award Winner, University of Connecticut Mark R. Shankman and Burton Family Football Training Facility
- 2007 ASCE Connecticut Merit Award, University of Connecticut Mark R. Shankman and Burton Family Football Training Facility
- 2007 Boston Society of Landscape Architects Merit Award, Oyster Shell Park Master Plan, Norwalk, CT
- 2006 ASLA Connecticut Chapter George A. Yarwood Award
- 2002 Connecticut ASLA Merit Award, Sherwood Island State Park, Westport, CT
- 2002 Connecticut Department of Environmental Protection, Certificate of Appreciation
- 2000 Connecticut ASLA Honor Award, Norfolk Town Center, Norfolk, CT

### **Teaching Experience**

- Southern Connecticut State University, Adjunct Professor, Graduate School of Environmental Science
- New York Botanical Gardens, Adjunct Professor, Garden Design Certificate program
- University of Massachusetts, Guest Lecturer and Guest Critic
- University of Connecticut, Guest Lecturer and Guest Critic



## Liz Podowski King, ASLA

Designer Level 1



Liz enjoys working collaboratively at the interface of design, science, and public engagement. She holds a master's degree in landscape architecture from the University of Oregon and a master's degree in biology from Penn State University. Prior to joining Alta, Liz worked in academia and the public sector, gaining experience across multiple scales. Her professional experience and areas of interest include green infrastructure design and maintenance,

regional planning, ecological research, meeting facilitation and public outreach, illustration, spatial analysis, and project management.

### Education

- MLA, University of Oregon, 2013
- M.S., Biology, Penn State University, 2007
- B.S., Biology, Penn State University, 2007
- Minor, Geographic Information Systems, Penn State University, 2007

### Professional Highlights

- Alta Planning + Design, 2016–
- Resilience Specialist, New York Department of State, Office of Planning & Development, 2015-2016
- NOAA Coastal Management Fellow, New York Department of State, Office of Planning & Development, 2013-2015
- Science and Design consultant, FLEXE Science Education Program, Penn State University, 2008-2010
- Research Scientist, Penn State University, 2008-2010

### Selected Projects

#### Lowerre Rail Trail, Yonkers, NY

Alta designed the first phase of the Lowerre Rail Trail (approximately 0.5 miles). When completed, the 5-mile rail trail will provide pedestrians and cyclists with a safe, accessible connection between New York City's Van Cortlandt Park and Yonker's downtown waterfront. Liz led the design and development of construction drawings for the planting plan, which includes a palette of native plants, a rain garden for improved site drainage, and a pollinator garden.

#### New York City Bike Share, NY (ongoing)

Liz supports the design team as New York City expands its bike share system in Manhattan, Brooklyn and Queens. Liz helps with office-wide coordination, conducts site surveys, and drafts new station site plans.

#### Jersey City Bike Share, NJ (ongoing)

Jersey City successfully introduced bike share to its residents in the summer of 2015, and Alta is supporting the bike share system's 2016 expansion. Liz coordinates the site surveys and site plan drafting for 15 new sites, which are expected to launch in summer 2016.

#### Tisdale Park, Bridgeport, CT

Liz is working with the Trust for Public Lands to develop this community park. Amenities include a

children's play area and splash pad, a shelter, passive meadow area, and walking paths.

#### Stratford Town Center Complete Streets Plan, CT

Liz is the Designer working on this plan that is building off of Stratford Town Center's Transit Oriented Development Plan and redevelopment district to guide the next set of investments in the area. Considerations include improving the street environment, connectivity, and safety for all users. Recommendations such as safe sidewalks, curb ramps, high visibility crosswalks, pedestrian signals and phasing, bike lanes and routes, green infrastructure, and adequate street lighting are being developed to create a more unified and connected Town Center.

#### Model Local Laws, Albany, NY\*

The New York Department of State was charged with developing model local laws to increase communities' resilience to flood-related hazards. Liz participated in an interagency work group to review existing laws and recommend additional provisions to increase resilience, with a specific focus on stormwater management and renewable energy.

#### Coastal Green Infrastructure Guidance, NY\*

Liz designed and developed illustrated guidance to help New York coastal communities understand the

\*Completed prior to joining Alta

ecological benefits, siting considerations, and suitability of different coastal green infrastructure approaches. Liz worked closely with coastal hazard specialists in New York's Coastal Management Program to ensure the information and illustrations were accurate and compliant with State coastal policies.

**Green Infrastructure Training, Albany, NY\***

Liz worked with NOAA's Office for Coastal Management to organize and successfully deliver a full day green infrastructure training for 60 individuals from 15 different state and local organizations

# Stephen F. Reilly, AIA, LEED AP, BD+C

License Number: NYS 029585-1



## Education

B. Arch / 1993 / Architecture  
Rensselaer  
Polytechnic Institute  
B.S. / 1993 /  
Building Science  
Rensselaer  
Polytechnic Institute

## Professional Licensure - NY

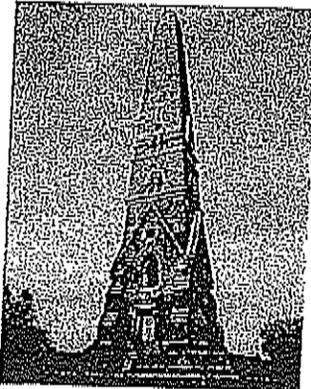
American Institute of Architects,  
2003 - Present; AIA National  
Repositioning Ambassador 2013  
- 2014

Association for Preservation  
Technology International  
1999 - Present

Historic Albany Foundation Board  
of Directors - 2008 - Present

Adjunct Professor, RPI School of  
Architecture, 2001-present

Juror and Reviewer, RPI School of  
Architecture,  
Boston Architectural College, 2001-  
Present



Saratoga Monument, Victory Mills

Stephen F. Reilly is a licensed architect, AIA member and LEED Accredited Professional with 24 years' experience working on some of the most important historic structures in the United States. He has a strong materials conservation and technical background, and is particularly experienced with projects involving preservation, restoration, adaptive reuse and contextual additions. Stephen holds Bachelor of Architecture and Building Science degrees from Rensselaer Polytechnic Institute, and is a partner at Lacey Thaler Reilly Wilson Architecture & Preservation, LLP. Previously he was a senior associate and project director with EYP Architecture & Engineering; project manager and project architect at John G. Waite Associates Architects PLLC; and project architect for Ann Beha Associates.

Stephen has been an adjunct faculty member for undergraduate and graduate level courses at RPI's School of Architecture since 2001, and has taught the required course Professional Practice there since 2006. He has been a member of the Board of Directors of the Historic Albany Foundation since 2008; a Technical Reviewer and speaker at multiple conferences for the Association for Preservation Technology International since 1999; he is a Planning Board Commissioner for the Village of Voorheesville, NY; and a member of the Town of New Scotland Rezoning Committee.

Restoration of the Ellis Island Recreation Pavilion, Ellis Island, NY Harbor

Restoration of the 1930s Pavilion, part of a collection of buildings comprising a national historic monument managed by the National Park Service

Voorheesville Train Station Pavilion, Helderberg Hudson Rail Trail, Voorheesville, NY

Reconstruction of the original 1864 Voorheesville Train Station/Depot as a cyclists' and pedestrian rest shelter, at the western end of the Albany County Helderberg-Hudson Rail Trail.

Hilton Barn, New Scotland, NY

Multi-phase project to lift and move a historic 60' wide x 120' long x 60' tall barn, for adaptive reuse as a community function structure for the Town of New Scotland.

Saratoga National Historical Park, Stillwater, NY

Preservation Architect/Peer Reviewer, for the Comprehensive Wayside Rehabilitation Project at the Park.

Truman Hall Landscape Rehabilitation (U.S. Dept. Of State, OBO), Brussels, Belgium

Preservation Architect/Peer Reviewer, for the analysis and rehabilitation of the historic landscape and residence of the U.S. Permanent Representative to NATO, originally designed by Rene Pechere.

National Park Service, Frederick Law Olmsted National Historical Site, Brookline, MA

Project Director for Archives planning, digitization and site planning study for the National Landmark Site

National Park Service, Gettysburg National Historic Park, Gettysburg, PA

Project Director for a comprehensive Cultural Landscape Report for the Little Round Top site, including visitor and vehicular access/circulation study

National Park Service, Governors Island National Monument, New York, NY

Historic Structure Report and Structural Stabilization of Castle Williams; Monitoring and Stabilization Study for Fort Jay, the two major interpretive components at the National Historical Park

Liberty Memorial, Kansas City, MO

Project Architect for historic structure report of the world's largest WWI monument, designed by Magonigle; Project received 2008 National AIA Honor Award

Croton Watershed Dams, City of New York Water Supply, Putnam & Westchester Counties, NY  
Project Architect for the restoration of multiple sites (including Kensico, Cross River, Bog Brook and Titicus dams), spillways, associated historic waterworks & park structures, system-wide

## Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

ltrw-arch.com

# Daniel J. Wilson, AIA

License Number: NYS 029698-1



#### Education

B. Arch / 1993 / Architecture New York Institute of Technology

#### Professional Licensure NY

Professional Memberships  
American Institute of Architects

AIANYS Director 2013 -2014  
AIAENY President 2012 -2013  
AIAENY 2009 -2011

*"Dan provided a careful and detailed investigation of the masonry and structures and was well versed in the repair and conservation of historic masonry and materials in accordance with The Secretary of Interior's Standards. Dan was responsive, well organized and excellent at keeping the committee members on task during project meetings. He provided the skills for an appropriate treatment of this important landmark."*

Deborah LaBrecche, P.E.

Asst. City Engineer - Saratoga Springs for the Spirit of Life and Spencer Trask Memorial Restoration



Spirit of Life & Spencer Trask Memorial  
Saratoga Springs, NY

Dan is a New York State Licensed architect that has been practicing for over twenty years. With his love of history and architecture, Mr. Wilson began to pursue his interest of these two fields in January of 1998. For 13 years, he worked for one of the most respected historic preservation firms in the nation, John G. Waite Associates, Architects PLLC. During this period of time, Mr. Wilson was involved with the restoration of many historic landmark buildings and sites. He has experience in the restoration of masonry, wood, metal, roofing, windows, doors and new construction in historic context. Dan as a founding partner of Lacey Thaler Reilly Wilson Architecture & Preservation continues to devote his career towards the preservation and reuse of our cultural heritage sites.

**Restoration of the Spirit of Life and Spencer Trask Memorial, Saratoga Springs, New York**  
Architect for the masonry restoration of National Landmark structure located in historic Saratoga Springs' Congress Park. Work included restoration of the limestone, cast stone, concrete and stucco memorial and coordination with Landscape Architect on the overall design of the northeast corner of the park.

**Universal Preservation Hall - Restoration, Addition, and Adaptive Reuse**  
Project Manager for the renovation of Universal Preservation Hall, a historic venue for performing arts, cultural, educational, and community events in Saratoga Springs, NY. The building is currently undergoing renovation which includes the restoration of the exterior; two new additions to provide lobby, box office and dressing room spaces; insertion of all new MEP/FP systems; and reworking of the main performance space to allow both center stage and end stage performances.

**Restoration of Floyd Bennett Memorial Bandstand, Warrensburg, New York**  
Project manager for stabilization and restoration of historic bandstand located in the park named after Floyd Bennett an early aviation pioneer. Work included the structural stabilization of the columns and roofs, masonry and wood restoration and renovations to the interior public bathrooms to make them accessible.

**Empire State Convention Center Renovation, Albany, New York**  
Project architect for the renovation of the main meeting hall including renovation of stage, railings and floor finishes.

**Basilica of the Assumption (the Baltimore Cathedral) - Baltimore, MD**  
Interior and exterior restoration of America's first Catholic cathedral designed by Benjamin Henry Latrobe, including returning the building to the architect's original vision modernizing the building systems.

**New York State Assembly Chamber - Albany, New York**  
Project Architect and Project Manager for interior restoration of lobby and study of restoration of chamber vaulted ceiling.

**African Meeting House - Boston, Massachusetts**  
Project Architect for the exterior and interior restoration and new addition for this historic landmark on the campus of the Museum of African American History. Designer for the renovation and restoration including facility upgrades and ADA compliance for historic House Museum.

**Rensselaer County Court Facilities - Troy, NY**  
Project Architect for interior and exterior restoration of buildings on the National Register. Along with the restoration, a complete modernization of the interior systems to meet current building codes and Office of Court Administration requirements.

#### Master Plans & Studies

- Troy City Hall - Dauchy Building Feasibility Study - Troy, NY
- New York State Assembly, Albany NY
- Susan B. Anthony House, Rochester NY
- Old Washington County Courthouse, Salem NY

Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

ltrw-arch.com

# Joseph G. Malinowski, P.L.S.

## Director of Survey Services



Mr. Malinowski currently manages the survey group at MJ. In addition to personally reviewing all deliverables, he also monitors all work performed by MJ's survey field and office personnel, modifying existing procedures and establishing new procedures as necessary to improve productivity and efficiency. Mr. Malinowski is responsible for preparation of man-hour estimates / cost proposals, and preparation of cost control reports and progress reports.

### EDUCATION

AAS, Forestry, NYS College of Environmental Science & Forestry  
Wanakena, NY (1979)

### PROFESSIONAL REGISTRATION

Licensed Professional Land Surveyor: New York (1998)  
License: 8980549

### PROFESSIONAL ORGANIZATIONS

New York State Association of Professional Land Surveyors,  
Executive Board 2007-Present

Eastern New York Society of Land Surveyors, President 2002 - 2006

### YEARS OF EXPERIENCE

Total: 37

With MJ: 23

Mr. Malinowski has been involved in the following projects:

**Croton Point State Historic Site Shoreline Stabilization Project**  
Croton Point, NY. MJ performed planimetric and topographic mapping of 900 feet shoreline along Lake Champlain for this project to restore and stabilize the deteriorated shoreline.

**Top Cottage Boundary Survey, ROVA Roosevelt-Vanderbilt National Historic Site, Hyde Park, NY.** Project director for survey and mapping services associated with conducting a boundary survey relative to National Park Service (NPS) boundaries of this historic site located along the Hudson River in Hyde Park, NY.

**Bathhouse Renovations, OPR&HP, Fair Haven Beach State Park, Fair Haven, NY.** MJ provided survey services associated with bathhouse renovations at Fair Haven Beach State Park in Fair Haven, New York. Mr. Malinowski oversaw the topographic and utility survey.

**Rockland Lake State Park, OPR&HP, North Bathhouse Complex Renovation Project, Clarkstown, NY.** MJ performed survey services in order to prepare planimetric and topographic mapping of the area surrounding the bathhouse at Rockland Lake State Park North. The survey includes buildings and other structures or improvements, paved surfaces, utility structures and individual tree locations, and utilities. Drawings were developed in AutoCAD.



Engineering and  
Land Surveying, P.C.

# Joseph G. Malinowski, P.L.S.

## Director of Survey Services

**Washington Park Roadway Corridor Survey, Albany, NY.** Project director responsible for completing a planimetric and topographic survey of the Washington Park Road corridor along the south side of Washington Park located in the City of Albany. The survey will be used in the design of future improvements in this area of the park.

**Revitalization of North Swan Street Park, Albany, NY.** Project director for topographic survey, utility survey and base mapping for extensive renovation of the North Swan Street Park. The survey tasks included the location of the parcel lines, pavement edges, curbing, utility poles, lights, walkways, pavement areas landscaped areas. MJ located all visible evidence of surface and underground utilities. The survey was used to prepare design plans for the green-park redevelopment.

**East Midtown Waterfront Esplanade and Greenway, New York, NY.** Project director responsible for overseeing professional surveying services associated with the development of the ODR Esplanade, UN Esplanade, Waterside Pier, located between 38th and 60st Streets in Manhattan. MJ personnel performed topographic, utility and bathymetric survey services.

**BRAC USMAPS Relocation, Parametric Design, United States Military Academy at West Point, NY.** Project director for this project, which involves the relocation of the USMAPS from Fort Monmouth, NJ to the existing Directorate of Logistics (DOL) site within the cantonment at West Point. In order to validate the existing conditions within the limits of the DOL sites, MJ is performing topographic and utility surveys. MJ crews are locating all utilities including type and size, and elevations for sanitary and storm sewers.

**Term Agreement for A/E Services at West Point and within the North Atlantic Division, NY.** Project manager for survey services under two separate on-call agreements to perform A/E services at West Point, NY. MJ has performed survey services for several projects under this term agreement.

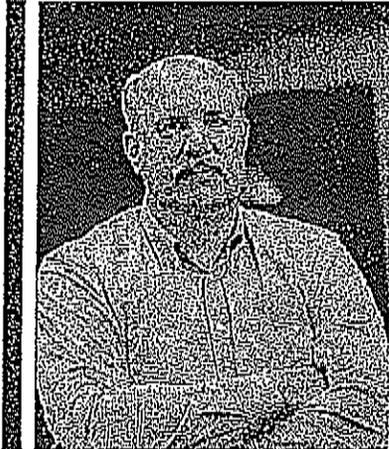
**Cohoes Erie Canal National Heritage Trail, City of Cohoes, NY.** Project director responsible for design survey and mapping and ROW survey and mapping for the Cohoes Erie Canal National Heritage Trail. This loop trail will connect the Mohawk-Hudson Bike-Hike Trail, downtown Cohoes, Peebles Island State Park and the Champlain Canal System.

**Harlem Valley Rail Trail, NYS OPRHP, Columbia County, NY.** Project manager responsible for oversight of the development of plans using NYS GIS Database, Columbia County GIS information and field collected data to facilitate the acquisition of a 26-mile corridor of former railroad property.

**Schoharie Crossing, OPR&HP, Town of Florida, NY.** Project surveyor for design of system of Stabilization and Repair of the Schoharie Aqueduct. Responsible for coordination of survey activities with testing of the stability of the failing stone aqueduct structure and review of all deliverables.



Engineering and  
Land Surveying, P.C.



## F. Joseph Straub, P.E.

### Vice President / Partner in Charge

Joe is a Vice President of M/E Engineering, P.C. and oversees M/E's Capital District operations. Joe has been in the consulting engineering field since 1980 and was one of the founders of M/E in 1992. Joe's career has focused on electrical engineering as well as management of large scale projects for many of M/E's clients throughout the Northeast. Joe received his BS degree in Electrical Engineering from the University of Rochester in 1976 and is a Licensed Professional Engineer in seven states. Joe has experience in project management and systems design for a wide variety of health care, industrial, educational, municipal, and commercial facilities. The projects below illustrate a portion of Joe's experience:

#### Total Years of Experience

40

#### Degrees

Bachelor of Science - 1976  
University of Rochester,  
Rochester, NY  
Electrical Engineering

#### Registrations

NY PE-062572-1  
MA PE-38848  
NJ PE-24GE03555100  
PA PE-PE051877E  
VT PE-018.0078663  
VA PE-0402038364

#### Memberships

National Society of Professional  
Engineers (NSPE)  
New York State Society of  
Professional Engineers (NYSSPE)

#### Projects

Berkshire Union Free School,  
Canaan, NY

- Gymnasium Lighting  
Renovation

City of Schenectady,  
Schenectady, NY

- Central Park Rose Garden
- Gateway/Liberty Park  
Improvements
- Lower Union Street Lighting

City of Troy, Troy, NY

- Court and Office Space  
Renovations

City of Glens Falls,  
Glens Falls, NY

- City Park Lighting  
Improvements

City of Hudson, Hudson, NY

- Office of Parks & Recreation -  
Boiler Replacement

Metroplex, Schenectady, NY

- Garage Lighting Design

Plattsburgh State University  
College, Plattsburgh, NY

- Field House

Rensselaer Polytechnic Institute,  
Rensselaer, NY

- 86 Field New Walkway  
Lighting
- Tech Quad Site Lighting

Skidmore College,  
Saratoga Springs, NY

- Field House Lobby Office  
Renovation
- Hall of Fame Lighting
- Scribner Village Site Lighting
- Tang Museum - Emergency  
Lighting

Syracuse University,  
Syracuse, NY

- Manley Field House - Public  
Wing

University at Albany, Albany, NY

- Dutch Quad Lighting  
Replacement
- Implement Lighting Master  
Plan

University of Rochester,  
Rochester, NY

- Whipple Park



## Sean Z. Eastman

### Project Engineer - Electrical Design

Sean is a Project Engineer in the Electrical Group of our Capital District Office. Sean is responsible for the design of a variety of Electrical systems for commercial, industrial, healthcare, educational and municipal facilities. A portion of projects which illustrate Sean's experience are as follows:

#### Total Years of Experience

7

#### Degrees

Bachelor of Science - 2008  
SUNY Binghamton  
Electrical Engineering

#### Memberships

Institute of Electrical and Electronics Engineers (IEEE)

#### Projects

City of Schenectady,  
Schenectady, NY

- Lower Union Street Lighting
- Central Park Rose Garden
- Gateway/Liberty Park Improvements
- HVAC Feasibility Study

City of Troy, Troy, NY

- Court and Office Space Renovations

University at Albany, Albany, NY

- Implement Lighting Master Plan

Capital Living and Rehabilitation Centres, Schenectady, NY

- Residential Health Care Facility

Jonesville Fire Department, Clifton Park, NY

- Fire Station 2

Keuka College, Penn Yan, NY

- Ball Hall Site Lighting

Meadows at Middle Settlement Apartments, New Hartford, NY

- Site Lighting Design

Oneonta State College, Oneonta, NY

- Hunt Union Ballroom Sound & Lighting Design

Regeneron, Rensselaer, NY

- New Office Building

Rensselaer Polytechnic Institute, Rensselaer, NY

- 86 Field New Walkway Lighting

Saints Plaza, Loudonville, NY

- HVAC Design and Electrical Review

Schenectady County, Schenectady, NY

- Office Building - Provide Generator

Schenectady Municipal Housing Authority, Schenectady, NY

- Yates Village Lighting Replacement

Skidmore College, Saratoga Springs, NY

- Scribner Village Site Lighting
- Tang Museum - Emergency Lighting

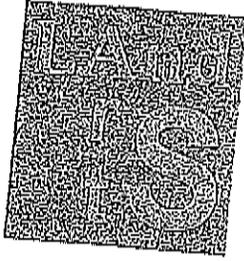
Town of Athens, Athens, NY

- Renovation and Addition

United States Military Academy West Point, West Point, NY

- Chapel Lightning Protection

Yonkers Hampton Hotel, Yonkers, NY



SECTION E  
PROPOSAL FORM,  
SCHEDULE & PROOF OF  
INSURANCE

- 1 PROPOSAL FORM
- 2 SCHEDULE
- 3 PROOF OF INSURANCE



# EXPLANATION OF PROPOSED FEE SCHEDULE

Following this explanation is a preliminary opinion of probable costs based upon the Scope of Work described in the Request for Proposals. It is our understanding that the City of Troy has a DASNY grant for \$449,000 for design services and construction at this time and that, while it is recognized that this is not adequate to complete the entire vision, it is expected that at least the early phases of design will plan for the full rehabilitation of the Weidenmann Plan. In recognition of this, our fees are based on the level and scope of design anticipated for each phase at this point in time. In order to minimize our fees, we are proposing to complete the first two phases for just under eight percent of the total construction cost. In recognition of the additional effort that will be necessary to determine what will be included in the construction documents with the monies currently available and the likeliness of including several alternates, we are proposing to complete the final three phases for ten percent of a \$400,000 construction budget.

Our team welcomes the opportunity to discuss or amend our approach to best suit your needs and we are happy to meet with you to tailor our approach and fee to best meet your requirements.

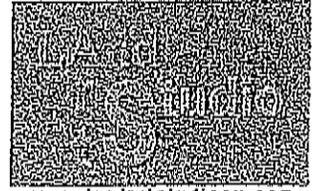
TASK	PERCENTAGE OF DESIGN EFFORT	FEE
SCHAMATIC DESIGN	20%	\$15,500 (BASED ON 7.75% DESIGN FEE FOR \$1,000,000 IN IMPROVEMENTS)
DESIGN DEVELOPMENT	25%	\$19,375 (BASED ON 7.75% DESIGN FEE FOR \$1,000,000 IN IMPROVEMENTS)
CONSTRUCTION DOCUMENTS	40%	\$16,000 (BASED ON 10% DESIGN FEE FOR APPROXIMATELY \$400,000 IN IMPROVEMENTS)
BIDDING	5%	\$2,000 (BASED ON 10% DESIGN FEE FOR APPROXIMATELY \$400,000 IN IMPROVEMENTS)
CONSTRUCTION ADMINISTRATION	10%	\$4,000 (BASED ON 10% DESIGN FEE FOR APPROXIMATELY \$400,000 IN IMPROVEMENTS)
TOTAL	100%	\$56,875

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Item	Quantity	Unit	Unit Price	Total Price
Survey Layout	1	Lumpsum	\$5,000.00	\$5,000.00
Vehicular and Pedestrian Safety	1	Lumpsum	\$5,000.00	\$5,000.00
Erosion and Sedimentation Control	1400	LF	\$3.38	\$4,704.00
Construction Entrance	1	Lumpsum	\$1,350.00	\$1,350.00
<b>Excavation, Paving and Other</b>				
General Unclassified Excavation	100	CY	\$18.50	\$1,850.00
Removal of Existing Bandstand	1	Lump Sum	\$10,000.00	\$10,000.00
Selective Tree Removal	3	Each	\$500.00	\$1,500.00
Remove and Salvage Site Furnishings	10	Each	\$500.00	\$5,000.00
Clean Fill	700	CY	\$30.00	\$21,000.00
Topsoil	500	CY	\$45.00	\$22,500.00
<b>Site Work</b>				
Granite Curbing - Radius	200	LF	\$90.00	\$18,000.00
Full Depth Asphalt Repair	400	SF	\$18.00	\$7,200.00
<b>Concrete and Paving</b>				
Concrete Paving	7500	SF	\$9.00	\$67,500.00
8" Subbase (conc. paving) (incl. 20% Comp.)	222	CY	\$50.00	\$11,100.00
Handicap Curb Transition	8	EACH	\$750.00	\$6,000.00
<b>Structures</b>				
Bandstand / Gazebo	1	Lump Sum	\$120,000.00	\$126,000.00
<b>Decorative Elements</b>				
Marble Fountain (includes footing and foundation)	1	Lump Sum	\$45,000.00	\$50,000.00
Bronze Memorial Plaque	1	Each	\$2,500.00	\$2,500.00
<b>Fencing</b>				
Fence Repair	1050	LF	\$50.00	\$52,500.00
Fence Replacement	450	LF	\$250.00	\$112,500.00
<b>Lighting</b>				
Decorative Pole lights (ave. for conduit, light, light pole base)	12	EACH	\$15,000.00	\$207,000.00
<b>Site Amenities</b>				
Park Benches	12	EACH	\$2,000.00	\$24,000.00
Trash Receptacles	8	EACH	\$1,500.00	\$12,000.00
Picnic Tables	2	EACH	\$4,000.00	\$8,000.00
Bike Rack	1	EACH	\$1,200.00	\$1,200.00
<b>Landscaping</b>				
Trees	30	Each	\$800.00	\$24,000.00
Shrubs	150	Each	\$100.00	\$15,000.00
Formal Gardens Allowance	1	Lumpsum	\$15,000.00	\$15,000.00
Fine Grading and Seeding	12500	SY	\$3.00	\$37,500.00
Irrigation	10000	SF	\$2.00	\$20,000.00
<b>Other</b>				
Yard Hydrant	1	Lumpsum	\$4,000.00	\$4,000.00
<b>Summary</b>				
General Conditions				\$44,835.20
10% Contingency				\$89,670.40
<b>TOTAL</b>				<b>\$89,670.40</b>

Powers Park Rehabilitation: Architecture / Engineering Bid / Construction Documents

PROPOSAL FORM

*FORM MUST BE COMPLETED AND SIGNED TO BE CONSIDERED FOR AWARD*

Schematic Design \$ 15,500.00

Design Development \$ 19,375.00

Construction Documents \$ 16,000.00

Bid Solicitation \$ 2,000.00

Construction Administration \$ 4,000.00

***TOTAL*** \$ 56,875.00

Name & Address of Company Submitting Bid:

LAndArt Studio NY Landscape Architecture, PLLC :: 1118 Morningside Avenue, Schenectady, NY 12309

Authorized Representative Submitting Bid (name printed):

Rosemary Moore Wallinger, RLA

Powers Park Rehabilitation: Architecture / Engineering Bid / Construction Documents

PROPOSAL FORM  
(continued)

Authorized Representative Submitting Bid (signature)

Rosemary Moore Wallinger

Authorized Representative Submitting Bid - Title

Principal

Contact Numbers:

Telephone:

518.952.0531

Cellphone:

518.859.9501

Fax:

E-mail Address:

mmwallinger@landartstudio.com



# PROJECT SCHEDULE

Task	NOV 2017	DEC 2017	JAN 2017	FEB 2017	MAR 2017	APR 2017
Kickoff Meeting	To be held prior to Nov. 18th					
Design Development		Complete with City approval by Dec. 16th				
Construction Documents			60% on Jan. 27th	90% on Feb. 27th	100% on Mar. 18th	
Bidding & Negotiation						
Construction Start						



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Prosurance Brokerage Associates Inc. 111 Broadway Suite 1404 New York NY 10006		<b>CONTACT NAME:</b> David Kumm <b>PHONE (A/C, No. Ext):</b> (212) 693-1550 <b>FAX (A/C, No.):</b> (212) 406-0924 <b>E-MAIL ADDRESS:</b> dkumm@proredinsure.com	
<b>INSURED</b> LAndArt Studio NY PLLC 1118 Morningside Avenue Schenectady NY 12309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> RLI Insurance Company <b>INSURER B:</b> Travelers Casualty Ins Co of <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 13056 19046

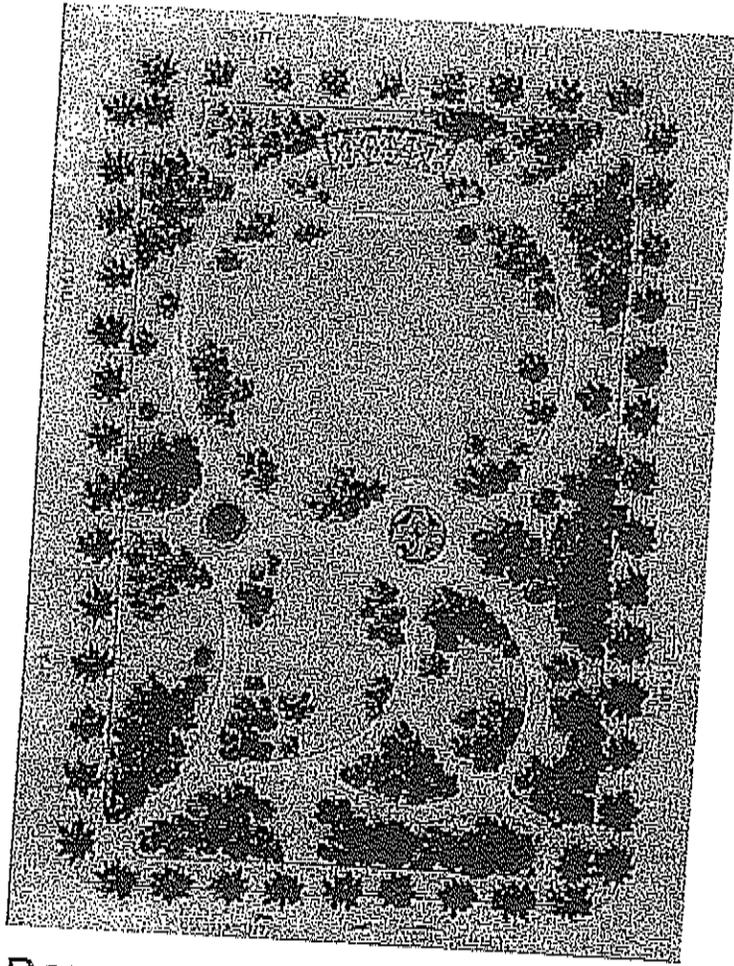
**COVERAGES**      **CERTIFICATE NUMBER/MASTER COI**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X Y	PSB0005400	5/7/2016	5/7/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X Y	PSB0005400	5/7/2016	5/7/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PSB0005400	4/6/2016	4/17/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$
B	DESIGN PROFESSIONAL LIABILITY INSURANCE		106296188	5/7/2016	5/7/2017	\$1,000,00 Per Claim \$2,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Worker's Compensation is unlimited in NY with respect to New York State Law.

<b>CERTIFICATE HOLDER</b>  Evidence of Coverage	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  David Hickman/DHICK



POWERS PARK REHABILITATION  
CITY OF TROY, NEW YORK

LandArt Studio  
Mary Moore Wallinger, RLA, ASLA  
mmwallinger@landartstudio.com  
518.952.0531



Lacey Thaler Reilly Wilson  
Architecture & Preservation, LLP

**RESOLUTION AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF TROY AND THE COUNTY OF RENSSELAER RELATING TO OAKWOOD AVENUE SNOW REMOVAL**

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**WHEREAS**, the City of Troy ("City") is the owner of a significant portion of Oakwood Avenue; and

**WHEREAS**, the County of Rensselaer ("County") is the owner of the portion of Oakwood Avenue that is adjacent to the City's portion; and

**WHEREAS**, it is more efficient for the City to provide snow plowing and sanding/salting on the County owned portion of Oakwood Avenue;

**WHEREAS**, the County will reimburse the City for performing snow plowing and sanding/salting operations on the County owned portion of Oakwood Avenue; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to finalize and execute an agreement between the City and the County relating to the snow plowing and sanding/salting of the County owned portion of Oakwood Avenue substantially in the form of the agreement attached hereto.

Approved as to form, November 15, 2016

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Kevin P. Glasheen Esq., Corporation Counsel

## MEMO IN SUPPORT

The City of Troy ("City") and the County of Rensselaer ("County") each own adjacent portions of Oakwood Avenue. Due to the proximity of the Water Filtration Plant and the City's DPU workforce that operates out of the Filtration Plant site, the City DPU crews plow and salt or sand both the City and County portions of Oakwood Ave. The City is reimbursed by the County for such services. This arrangement provides for the most efficient plowing of Oakwood Ave. due to the close proximity of the DPU crews and also enhances safe travel along Oakwood Ave. The attached agreement between the City and the County covers what is deemed to be the winter season and covers the period of time from 10/1/16 - 4/30/17. Per the agreement, the City will be reimbursed by the County in the amount of \$10,000. It is recommended that this resolution be approved.

THE CITY OF TROY, NEW YORK

\_\_\_\_\_  
Mayor

THE COUNTY OF RENSSELAER, NEW YORK

\_\_\_\_\_  
County Executive

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came Kathleen M. Jimino, to me personally known, who, being by me duly sworn, did say that (s)he resides at \_\_\_\_\_, New York; that (s)he is the County Executive of the County of Rensselaer, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the County Legislature; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he resides at \_\_\_\_\_, New York; that (s)he is the Mayor of the City of Troy, New York, the municipal corporation described in and which executed the within instrument; that the same was so executed pursuant to resolution of the City Council of such City; that the seal affixed to said instrument is such corporate seal and that the same was so affixed pursuant to such resolution.

\_\_\_\_\_  
NOTARY PUBLIC

## AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF TROY, NEW YORK, hereinafter referred to as "City" and RENSSELAER COUNTY, NEW YORK, with offices located at 1600 Seventh Avenue, Troy, New York hereinafter referred to as "County".

1. On selected County Roads as listed on Schedule "A", the City will provide all snow plowing and sanding/salting from October 1, 2016 to April 30, 2017. The County will reimburse the City \$10,000 to cover costs for labor, materials and equipment for this time period.
2. Except as provided hereinafter, the County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the City shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the City or call upon the City to defend such action. In the event that the City defends the action the County shall reimburse the City for all necessary expenses, including litigation expenses incurred by the City. In no event shall the County be obligated to defend or indemnify the City, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a City owned or operated vehicle, whether such vehicle shall be insured or subject to self-insurance, while engaged in the operation of snow and ice control functions under this Agreement.
3. The County shall not unreasonably interfere with the City's attempts to safely plow said area.
4. The City acknowledges and agrees that the services to be furnished by the City to the County are furnished as an independent contractor and not as an agent or as officers or employees of the County.
5. This agreement has been executed on behalf of the County pursuant to Resolution G/xxx/xx of the Rensselaer County Legislature.

**RESOLUTION AUTHORIZING THE MAYOR TO FINALIZE AND EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TROY AND OAKWOOD PROPERTY MANAGEMENT, LLC TO CONNECT TO THE CITY OF TROY'S SANITARY SEWER SYSTEM**

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**WHEREAS**, Oakwood property Management, LLC ("Oakwood") is developing a large apartment project at 215 Oakwood Avenue in the Town of Brunswick; and

**WHEREAS**, Oakwood has requested the City of Troy to allow Oakwood to connect its proposed project to the City of Troy's sanitary sewer line located at 115<sup>th</sup> Street in order to connect up to the Rensselaer County Sewer District No. 1 ("Sewer District") interceptor line which in turn connects to the Sewer District's sewage treatment plant; and

**WHEREAS**, Oakwood's connection is conditioned on the Sewer District leasing a portion of the 115<sup>th</sup> Street sanitary sewer line from the City; and

**WHEREAS**, the City will only grant use of a portion of the City sewer system provided that the City sewer system is capable of accepting sewage as is or with system improvements; and

**WHEREAS**, a study performed by City's consulting engineering firm, CDM Smith, has indicated that the City sewer system is capable of transporting the sewage from the Oakwood project provided that certain system improvements are made; and

**WHEREAS**, Oakwood has agreed to undertake certain infiltration and inflow improvements to an existing combined sewer facility to provide separate components for the sanitary sewer system and the storm sewer system at a cost of approximately \$315,000 to be borne solely by Oakwood; and

**WHEREAS**, the sanitary and storm sewer system improvements to be constructed by Oakwood will also provide additional sanitary and storm sewer capacity to the City's system and will facilitate and significantly reduce expense to the City for further extension of separation facilities on the 115<sup>th</sup> Street corridor that would provide significant additional capacity to the City's sanitary and storm sewer system.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor is hereby authorized to finalize and execute a Memorandum of Agreement between the City and Oakwood, substantially in the form of the agreement that is attached hereto.

Approved as to form, November 15, 2016

---

Kevin P. Glasheen Esq., Corporation Counsel

## MEMO IN SUPPORT

Certain portions of towns in Rensselaer County such as portions of the Town of Brunswick and the Town of North Greenbush are provided with sewer service by the Rensselaer County Sewer District No. 1 ("Sewer District") which utilizes and leases certain portions of the City of Troy's sanitary sewer system in order to transport sewage flow to the Sewer District's interceptor line along the west side of Troy and from there to the Sewer District's sewage treatment plant. The City is required to allow the use of its sanitary sewer system for this purpose provided that the system has the capacity to handle the flow, either as it is or with necessary system improvements.

This project involves a proposed apartment complex in the Town of Brunswick being developed by Oakwood Property Management, LLC ("Oakwood") off Oakwood Ave. Because of its location, the proposed sewage plan calls for the Sewer District to utilize the 115<sup>th</sup> Street line which is a combined sanitary/storm sewer. A study was done by the DPU's consulting engineers, CDM Smith, at Oakwood's expense. The CDM Smith study determined that the line would have sufficient capacity provided that certain improvements were made to the City facilities by constructing a storm water separation project on a portion of the 115<sup>th</sup> Street corridor which in turn would increase the capacity of the sanitary sewer line.

Pursuant to this Memo of Agreement, Oakwood will construct this improvement project at its own cost and expense. The construction costs are estimated to be in the area of approximately \$315,000. The installation of the storm water separation facilities will also provide a benefit to the City as it will increase the City sanitary sewer capacity in that area of the City. It will also facilitate and significantly reduce future expense to the City in terms of the construction of further separation facilities on the 115<sup>th</sup> Street corridor.

Accordingly, it is recommended that this resolution be approved.

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Troy ("City"), a municipal corporation duly organized and existing under the laws of New York State, with offices located at City Hall, 433 River Street, Suite 5001, Troy, N.Y. 12180 and Rensselaer County Sewer District No. 1 ("Sewer District") a county sewer district organized and existing under the laws of New York State as an agency of Rensselaer County, with its principal office located at the foot of Water Street in the Town of North Greenbush and its post office address at the Ned Pattison Rensselaer County Government Center, 1910 6<sup>th</sup> Avenue, Troy, N.Y. 12180.

### WITNESSTH:

WHEREAS, pursuant to a certain Sewer Rental Agreement, dated February 19, 2015, and prior agreements, the Sewer District leases certain portions of the City's sanitary sewer system in order to transport sewage from portions of certain towns in Rensselaer County, including the Town of Brunswick, to the Sewer District's interceptor line located in the City and thence to the Sewer District's sewage treatment plant; and

WHEREAS, Oakwood Property Management, LLC ("Oakwood") has filed an application for the creation of a Planned Development District ("PDD") in the Town of Brunswick and the Town's Planning Board has duly approved said application; and

WHEREAS, the construction of the PDD is contingent on the ability of the Oakwood to connect the project to the City's sanitary sewer system in order to provide for the transportation of sewage from the PDD to the Sewer District's interceptor line and sewage treatment plant; and

WHEREAS, pursuant to the design plans for the PDD, the sanitary sewer line servicing the PDD is to be connected to the City's 115<sup>th</sup> Street sanitary sewer line in order to transport the sewage from the PDD to the Sewer District's interceptor line; and

WHEREAS, the City's 115<sup>TH</sup> Street sanitary sewer line is not one of the City sanitary sewer lines currently included in the Sewage Rental Agreement between the City and the Sewer District, and

WHEREAS, before the sanitary sewer connection can be made, it is necessary that there be an agreement in place that indicates that 115<sup>th</sup> Street sanitary sewer line will be included in the Sewer Rental Agreement between the City and the Sewer District.

NOW, THEREFORE, the City and the Sewer District agree as follows:

1. The City will permit the use of the 115<sup>th</sup> Street sanitary sewer line by the Sewer District and its inclusion in the list of sanitary sewer facilities listed in the Sewer Rental Agreement.
2. The Sewer District will include the City's 115<sup>th</sup> Street sanitary sewer line in the list of sanitary sewer facilities listed in the Sewer Rental Agreement and will pay a rental fee for the use of said sanitary sewer line.

Dated: November , 2016

Approved as to Form

By: \_\_\_\_\_  
Kevin P. Glasheen  
Corporation Counsel

The City of Troy

By: \_\_\_\_\_  
Wm. Patrick Madden  
Mayor

Oakwood Property Management, LLC  
By: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement made this \_\_\_\_ day of December, 2016, between and among the Parties hereinafter listed is intended to state the following items of agreement:

- A. Agreement of Oakwood Property Management, LLC to undertake certain infiltration and inflow improvements to an existing combined (storm and sanitary) sewer facility to provide separate components for the sanitary sewer system and the storm sewer system of the City of Troy as set forth in the 115 Street Mitigation Drawings attached hereto as **Exhibit A**; and
  - B. Agreement of the City of Troy to allow Oakwood Property Management, LLC to discharge sanitary sewer from real property located at 215 Oakwood Avenue, Town of Brunswick (the "Property"), into the City of Troy's sanitary sewer system in the manner described herein and set forth on **Exhibit B**, attached hereto.
- L. Parties:
- 1.1 The City of Troy ("City"), a New York State municipal corporation with offices at 433 River Street, Troy, New York 12180.
  - 1.2 Oakwood Property Management, LLC ("Oakwood"), a limited liability company organized and existing under the laws of the State of New York, with offices at 215 Oakwood Avenue, Troy, New York 12182.
2. Planned Development District ("PDD")
- 2.1 Oakwood previously filed an application with the Town of Brunswick (the "Town") for the creation of a planned development district for the Property with the intent to develop residential and commercial components on the Property. The Oakwood Property Management Planned Development District (the "PDD") was subsequently approved by the Town of Brunswick Planning Board (the "Planning Board") on May 8, 2014, and created by the Town of Brunswick through Local Law No.2 of the 2014.
  - 2.2 The PDD is located entirely within the Rensselaer County Sewer District No. 1 ("Sewer District") which provides sewage transportation and sewage treatment

services for specified areas of Rensselaer County including the City of Troy and a portion of the Town of Brunswick that includes the PDD.

- 2.3 The Sewer District leases portions of the City's sanitary sewer system to transport sewage from outlying areas to the Sewer District's interceptor line located along the Hudson River on the westerly border of the City which in turn delivers sewage to the Sewer District's treatment plant located immediately to the south of the City.
- 2.4 Pursuant to the New York State Department of Environmental Conservation ('DEC') regulations and permits and the lease agreement between the City and the Sewer District, the City grants use of the portions of the system to the Sewer District for the purpose of transporting sewage to the interceptor line and the sewage treatment plant provided that the existing portions of the sewer system are capable of accepting such sewage, either as is or with improvements, in accordance with generally accepted engineering standards.
- 2.5 For that purpose, a study was performed by the engineering firm of CDM Smith to determine whether the City's sanitary sewer system could accommodate the additional flow from the PDD and concluded that it could do so provided that the developer performed a simple modification to a regulator on the Sewer District's interceptor line and constructed a storm water separation project in the sewer shed to reduce the inflow of storm water and increase the capacity of the sanitary sewer system in order to reduce the frequency or duration of combined sewer overflows into the Hudson River in violation of applicable permits. A copy of the CDM Smith report is attached hereto as Exhibit C.
- 2.6 The project improvements set forth in Exhibit A will comply with the requirements of the CDM Smith report regarding the installation of a storm water separation project and provide compliance with DEC permits.

### 3. Site Plan

- 3.1 Pursuant to the Town's site plan regulations and the conditions of the PDD, the Planning Board on August 18, 2016 approved the site plan for the PDD. A copy of the minutes of the Planning Board's August 18th meeting is attached hereto as **Exhibit D**
- 3.2 In accordance with the proposed site plan, the sanitary sewer to be constructed on the Property and serving the PDD will connect into the sanitary sewer system of the Sewer District and the City.

### 4. Infrastructure Obligations:

- 4.1 In consideration of the use of the City's sanitary sewer system to accommodate the sewage requirements of the PDD, Oakwood has agreed to undertake certain infiltration and inflow improvements to an existing combined (storm and sanitary) sewer facility to provide separate components for the sanitary sewer system and the

storm sewer system of the City of Troy, as set forth on **Exhibit A**, attached hereto (the "System Improvements").

- 4.2 The System Improvements will cost Oakwood approximately \$315,000.00.
- 4.3 The proposed sanitary sewer system improvements to be constructed by Oakwood will both accommodate the flow from the PDD and also provide additional sanitary sewer capacity for use by the City. Additionally, the project will both facilitate and reduce the expense to the City for further extensions of the separation facilities on the 115th Street corridor that would provide additional capacity to the City's sanitary sewer system.
- 4.4 Oakwood shall be responsible for obtaining any and all permits and approvals required in connection with the construction of the System Improvements and the City shall cooperate with respect to same.
- 4.5 During construction the System Improvements shall be periodically inspected by the City's engineer or DPU so as to enable the City's engineer or DPU to certify to the City that the construction is properly completed in accordance with the approved plans and specifications. The inspection schedule shall be mutually agreed to in advance by Oakwood and the City's engineer or DPU.
- 4.6 During construction and at the time when various tests are required, the City's engineer or its authorized representative, together with Oakwood's engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications.
- 4.7 Oakwood shall be solely responsible for the costs and expenses related to the design and construction of the System Improvements.
- 4.8 Upon completion of the construction of the System Improvements, Oakwood shall provide the City with a complete set of as-built drawings for all System Improvements, and the System Improvements, including all pipes and related easements, situated within the bounds of the City shall be dedicated to and accepted by the City. Upon the City's acceptance of the System Improvements, the City shall be responsible for the maintenance, repair and replacement of same.

5. Sanitary Sewer Discharge

- 5.1 In consideration of Oakwood constructing the System Improvements in accordance with Section 4 above, the City agrees to allow the PDD's sanitary sewer to discharge into the City's sanitary sewer system. The City agrees to receive and dispose of the PDD's sanitary sewer discharge.

- 5.2 Point of Connection. The sanitary sewer from the PDD will connect to the City's sanitary sewer system at an existing manhole at the intersection of Highpointe Drive, Wood's Path and Diamond Rock Circle, where it will discharge into an 8 inch diameter gravity sewer main. Oakwood shall make such connections solely at its cost and expense using means, methods and materials approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The Sanitary Sewer Engineering Report prepared by Advance Engineering & Surveying PLLC and offsite utility plans showing the connections from the project parcel to the existing utility infrastructure, including, the connection points for the PDD's sanitary sewer to the City's sanitary system, are shown on Exhibit B, attached hereto. In addition, a letter from the City's Department of Public Utilities, dated June 14, 2016, stating that the proposed sewer extension is approvable is attached hereto as Exhibit E.
- 5.3 The City's obligations hereunder are contingent upon Rensselaer County Sewer District No. 1 accepting the 115th Street sewer as an addition to the Sewer Rental Agreement between Rensselaer County and the City.
- 5.4 The City's obligations hereunder are further contingent upon the receipt of the New York State Department of Environmental Conservation's approval.

6. Indemnification and Insurance6.1 To the maximum extent permitted by law, Oakwood agrees to indemnify, defend and hold harmless the City against all loss, damage, or injury to property or person caused by the negligence or culpable conduct of Oakwood, its employees, agents, representatives, independent contractors and invitees arising out of the construction of the System Improvements.

6.2 Oakwood agrees to require that any contractor who may work on this project will maintain standard insurance coverages as required by AIA document A 201-2007, General Conditions of the Contract set forth in Sections 11 and 11.1, a copy of which is attached thereto as Exhibit F. Oakwood further agrees to require that any contractor who constructs the System Improvements will list the City of Troy as an additional named insured on all applicable policies.

## 7. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand to the party to whom such communication was directed or (ii) upon the third business day after the date on which such communication was mailed if mailed by certified or registered mail with postage prepaid to the address set forth in Section 1 of this MOA or to such other address as may have been furnished in writing by one party to the other.

8. Miscellaneous

- 8.1 This MOA embodies the whole agreement of the parties and supersedes all prior communications, representations and agreements, oral or written.
- 8.2 This MOA may be amended only in writing duly executed by both parties.
- 8.3 All parties to this MOA and their counsel have reviewed and revised this MOA and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOA.
- 8.4 Each signatory hereto represents and warrants that he or she is fully authorized by the party whom he or she represents to execute this MOA on behalf of that party and to bind that party. This MOA shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.
- 8.5 This MOA is not intended to and shall not be construed to give any person other than the parties hereto any interest or rights (including any third party beneficiary rights) with respect to or in connection with this MOA or provision contained herein or contemplated hereby.
- 8.6 This MOA and its validity, construction and performance shall be governed in all respects by the Laws of the State of New York.
- 8.7 This MOA may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange by facsimile or other means of electronic transmission of executed counterparts of this MOA shall be deemed execution and delivery thereof.
- 8.8 If any term or other provision of this MOA is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this MOA shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this MOA so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 8.9 Neither this MOA, nor any of the rights or obligations hereunder, may be assigned by either party hereto without the prior written consent of the other party.

[signature page follows]

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

OAKWOOD PROPERTY MANAGEMENT, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF TROY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

[signature page to Memorandum of Agreement]

EXHIBIT A  
SYSTEM IMPROVEMENTS

[see attached]

EXHIBIT B

SANITARY SEWER ENGINEERING REPORT  
AND OFFSITE UTILITY PLANS

[see attached]

EXHIBITC PLANNING

BOARD MINUTES

EXHIBIT D

LETTER FROM DEPARTMENT OF PUBLIC UTILITIES

**RESOLUTION DIRECTING THAT A MEMORIAL BE ERECTED AT THE TROY POLICE DEPARTMENT ANNEX LOCATED AT 1700 6TH AVENUE TO ACKNOWLEDGE THE HONORABLE SERVICE AND DEDICATION OF PAST AND PRESENT MEMBERS OF THE TROY POLICE DEPARTMENT**

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**WHEREAS**, the Administrative and Investigations Bureaus of the Troy Police Department are being relocated to 1700 6th Avenue to accommodate the New York State Office of Court Administration and the construction of an additional Courtroom for the Troy City Court; and

**WHEREAS**, the 1700 6th Avenue facility is an annex to Central Station, the site that has served as the basis of all police department operations, the provisions of which have been rendered to the citizens of Troy, New York, by the hundreds of former and current members of the Troy Police Department; and

**WHEREAS**, the City of Troy desires to publicly support and recognize the members of Troy Police Department as they discharge their duties in an atmosphere of heightened turmoil and danger; and

**WHEREAS**, the City of Troy also wishes to recognize the contributions of those retired from the Troy Police Department;

**NOW, THEREFORE, BE IT RESOLVED**, that a memorial be erected at the Troy Police Department annex located at 1700 6th Avenue, whereas such memorial shall serve as a continuing acknowledgement of the honorable service and dedication of all those who have served and are serving in the Troy Police Department; and

**BE IT FURTHER RESOLVED**, that such memorial be inscribed in a manner that acknowledges the efforts of all who have dedicated their lives to the provision of safety to all the residents of Troy, New York.

Approved as to form, November 21, 2016

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*Kevin P. Glasheen Esq.*, Corporation Counsel

**RESOLUTION RECOGNIZING THE 120<sup>TH</sup> ANNIVERSARY OF TROY CHROMATICS CONCERTS AND THE CONTRIBUTION OF THE CHROMATICS CONCERTS TO THE ART AND CULTURE OF THE CITY OF TROY AND THE CAPITAL REGION**

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**WHEREAS**, the City of Troy has a vibrant arts and cultural history which has contributed to the rich heritage of Troy; and

**WHEREAS**, one of the most well established organizations is the Troy Chromatics Concerts; and

**WHEREAS**, the Troy Chromatics Concerts was formed in 1894 by residents of Troy's Washington Park; and

**WHEREAS**, the Troy Chromatics Concerts are administered solely by volunteers from the community; and

**WHEREAS**, since 1918, Troy Chromatics Concerts have presented the artistry of classical music by internationally famous artists at the Troy Savings Bank Music Hall, spreading fame of the acoustical marvel of the Hall in the City of Troy; and

**WHEREAS**, the Troy Chromatics Concerts have hosted internationally famous artists, stretching from the early 20<sup>th</sup> Century to the present 120<sup>th</sup> Anniversary, including such famous and accomplished names as Fritz Kreisler, Jascha Heifetz, the Boston Symphony, Marian Anderson, Leontyne Price, the Berlin Wind Quintet, Yo-Yo Ma and many, many others; and

**WHEREAS**, at the most recent concert on October 26, 2016, the Warsaw Philharmonic with pianist Seong-Jin Cho experienced the acoustical joy for their music presentation as well as the warm welcome they received from the audience; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Troy recognizes the outstanding contribution of the Troy Chromatics Concerts to the vibrancy of the Troy and Capital Region art and cultural scene and praises the value of the concerts as contributing to the awareness and fame of the City of Troy's commitment to supporting art and culture.

Approved as to form, November 21, 2016

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*Kevin P. Glasheen Esq.*, Corporation Counsel