

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

Pledge of Allegiance
Roll Call
Vacancy List
Good News Agenda

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

LOCAL LAW

1. Local Law No. 1 (Intro #1) 2016 For Enacting An Amendment To Section C-70 (M) Of The Troy City Charter. (Council President Mantello)

ORDINANCES

18. Ordinance Amending The Troy City Code Of Ordinances, Chapter 270, Vehicles and Traffic, Section 270-26. (Council President Mantello) (At the Request of the Administration)

19. Ordinance Amending Resolution No. 62 Dated August 7, 2014 And To Revise Its Current Appropriations As Per Supplemental Agreement Between The City Of Troy And The Department Of Transportation For The Purpose Of Signal Improvements On Pawling Avenue. (Council President Mantello) (At the Request of the Administration)

20. Ordinance Amending The 2016 Special Revenue Fund In Order To Appropriate Additional Funds That Will Be Received From The Department Of State For The Purpose Of Developing A Comprehensive Plan. (Council President Mantello) (At the Request of the Administration)

21. Ordinance Amending The 2016 Special Revenue Budget To Appropriate A New York State Homeland Security Grant For The Purchase Of A Canine Vehicle And An Explosive Detection Canine. (Council President Mantello) (At the Request of the Administration)

22. Ordinance Approving Settlement Of Tax Certiorari Proceedings Instituted By Cre Jv Mixed Fifteen Branch Holdings LLC On The Assessment Roll Of The City Of Troy. (Council President Mantello) (At the Request of the Administration)

23. Ordinance Authorizing Settlement Of Claim, To Wit: Patricia Burch V. City Of Troy, Index. No.: Sc – 0000823 – 16/Tr. (Council President Mantello) (At the Request of the Administration)

24. Ordinance Amending The 2016 City Budget To Accept Funds From Hudson River Valley Greenway For The Purpose Of Furthering The Efforts In The Enhancement Of The Under-Utilized Uncle Sam Trail In North Troy. (Council President Mantello) (At the Request of the Administration)

25. Ordinance Establishing A Capital Project To Accept And Expend Funds From Environmental Protection Title II Entitled Local Waterfront Revitalization Program. (Council President Mantello) (At the Request of the Administration)

26. Ordinance Authorizing The Implementation Of A Parking Violation Amnesty Program. (Council President Mantello).

RESOLUTIONS

24. Resolution Authorizing The Retention And Utilization Of The Services Of Fundamental Business Service, Inc. For Parking Violation Collection And Management And To Administer A City Parking Violation Amnesty Program. (Council President Mantello) (At the Request of the Administration)

25. Resolution Authorizing The Mayor To Execute An Agreement With Fundamental Business Service, Inc. (Council President Mantello) (At the Request of the Administration)

27. Resolution Authorizing The City Of Troy To Accept A Grant From The Troy Capital Resource Corporation For The Hiring Of A Consultant With Expertise In The Area Of Municipal Finance.(Amended Resolution and passed by Finance Committee) (Council President Mantello) (At the Request of the Administration)

28. Resolution Authorizing The City Of Troy To Accept A Grant From The State And Municipal Facilities Program For The Renovation Of Powers Park. (Council President Mantello, Council Member Kopka, Council Member Sullivan-Teta) (At the Request of the Administration)

29. Resolution Authorizing The City Of Troy To Accept Funding From The New York State Department Of Parks, Recreation And Historic Preservation To Assist In The Development Of A Troy Urban Trails System. (Council President Mantello) (At the Request of the Administration)

30. Resolution Supporting The Friends Of Washington Park's Application For The 3rd Annual Troy Arbor Day Celebration. (Council President Mantello, Council Member Sullivan -Teta, and Council Member John Donohue)

31. Resolution Authorizing The Mayor To Execute An Agreement With The Mohawk & Hudson Humane Society. (Council President Mantello, Council Member Kopka, Council Member Sullivan-Teta) (At the Request of the Administration)

32. Resolution Of The City Of Troy's Bicentennial Of Its Incorporation And To Honor Troy's First Mayor, Col. Albert Pawling. (Council President Mantello)
33. A Resolution Renaming A Portion Of 4th Avenue Between 113th And & 114th As Manupella Way. (Council President Mantello, Council Member Kopka, Council Member Sullivan-Teta) (At the Request of the Administration)
34. Resolution Authorizing The Mayor To Enter Into An Agreement For Landscaping Easement In Connection With A Project At 171 Oakwood Avenue. (Council President Mantello) (At the Request of the Administration)
35. Resolution Authorizing The Mayor To Enter Into A Contract With PMA Management Corp. To Provide Third Party Claim Administrative Services. (Council President Mantello) (At the Request of the Administration)
36. Resolution Confirming The Appointment Of Monica Kurzejeski As Deputy Mayor. (Council President Mantello) (At the Request of the Administration)
37. Resolution Confirming The Appointment Of Kevin Glasheen As Corporation Counsel. (Council President Mantello) (At the Request of the Administration)
38. Resolution Confirming Adam J Hotaling's Appointment To The Troy Industrial Development Authority (Troy Ida). (Council President Mantello) (At the Request of the Administration)
39. Resolution Appointing Commissioners Of Deeds For The City Of Troy. (Council President Mantello)
40. Resolution Recognizing April 22, 2016 As Earth Day In The City Of Troy And Designating Saturday, April 23, 2016 As Troy Earth Day Citywide Cleanup. (Council President Mantello)
42. Resolution Honoring The Sesquicentennial Of Congregation Berith Sholom. (Council President Mantello, Council Members Kopka , Sullivan-Teta and Doherty)
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TABLED LEGISLATION 2016:

LOCAL LAW NO. 1 (INTRO #1) 2016 FOR ENACTING AN AMENDMENT TO SECTION C-70 (M) OF
THE TROY CITY CHARTER.

BE IT ENACTED, by the City Council of the City of Troy, as follows:

SECTION 1: §70 (M) of the Troy City Charter shall be amended.

SECTION 2: § 70 (M) of the City Charter, as amended, shall provide the following:

M. Transfer of funds. The City Council shall approve any transfers or appropriations of \$500 or more not specifically authorized in the budget. Upon written request of the Mayor and any department, division or bureau head, the City Council may approve the transfer of an unencumbered balance in an appropriation from any department, division or bureau to another department, division or bureau. For purposes of this section, a transfer shall include any shift of funds from one account to another, whether or not the funds are to be returned to the original account. Any transfer of funds from the water fund or sewer fund to any other department, division, bureau, or the general fund shall require a two thirds vote of the City Council. Additionally, any such legislation shall not be acted upon it shall be the subject of at least one public hearing by the council upon five days of public notice.

SECTION 3: Pursuant to § C-37 of the Troy City Charter, a Local Law amending the Charter shall not be acted upon by the City Council until it shall have been the subject of at least three public hearings after introduction unless such requirement is waived by a resolution of the Council adopted by a unanimous vote.

SECTION 4: The three public hearings required by § C-37 shall be scheduled as follows: Wednesday, April 20th, 2016 at 5:30 p.m.; Thursday, April 28th, 2016 at 6:00p.m. and Thursday, May 5th, 2016 at 6:00 p.m.

Fiscal impact: To help prevent future raids on the water and sewer fund that have occurred over the last several years.

Approved as to form, March 17, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

Over three fiscal years, 2012-2014, the water fund was depleted by \$6,416,000 to cover up deficits in the general fund. These deficits were caused by improper budgeting practices. These raids on the water fund took necessary money from the fund that could and should have been used for capital improvements to the city's water system.

This legislation is intended to help stop the raiding of the water fund and to preserve and protect our very important water system. This legislation will require that before any money is transferred out of the water or sewer fund a public hearing will be required. This will end the secretive method of which transfers in the past were made out of the water and sewer fund with very little public awareness.

Additionally, this legislation requires a two-thirds vote of the city council to transfer money out of the water and sewer fund. This will make it more difficult to transfer these monies and deplete our water and sewer funds.

ORDINANCE AMENDING THE TROY CITY CODE OF ORDINANCES,
CHAPTER 270, VEHICLES AND TRAFFIC, SECTION 270-26.

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

Section 1: § 270-26 is amended to read as follows with new matter underlined and deleted matter crossed out:

B. General penalty. Unless another penalty is expressly provided by law, every person convicted of a violation of any provision of this chapter shall be punished by an original fine of not more than \$175 or by imprisonment for not more than 15 days, or by both such fine and imprisonment.

E. Doubling and tripling of fine. Any fine levied pursuant to this section shall automatically double two weeks from the date of issue, and triple 60 days from the date of issue, unless during that time it shall have been paid, or unless during that time the individual receiving the ticket(s) protests the ticket(s) in accordance with the protest procedures in effect at the time of the issuance of the ticket. ~~judge of the Troy Police Court shall have received a written plea of not guilty or a written plea of guilty with explanation (or similar written communication), in which event any fine shall double two weeks, and triple 60 days from the date the judge of the Troy Police Court shall have issued a determination with respect to such plea.~~

Section 2: This act will take effect immediately.

Approved as to form, March 14, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

The proposed ordinance is being enacted in conjunction with retention of Fundamental Business Service, Inc. to provide services in relation to the City's new parking violation collection and management program. The purpose of the ordinance is to remove confusing language potentially confusing language from Section 270-26 of the City Code relating to parking violation tickets. The amendment to Sub-section B is intended to make it clear that it is only an original ticket that is subject to the \$175 maximum fine so as not to preclude a larger fine where the original fine has been multiplied due to the failure of the offender to pay the ticket in a timely manner.

The amendment to Sub-section E is intended to clarify when the fine multiplication process begins and to remove a reference to an antiquated ticket protest procedure relating to City Court that is no longer utilized. The current ticket protest procedure as outlined on the City website and as explained to recipients of parking tickets involves appearing at City Hall and engaging in a conference with a Deputy Corporation Counsel. This procedure provides a far more expeditious means by which to resolve ticket protests. Additionally, upon resolution, the offender can proceed directly to the adjacent Treasurer's Office to pay the agreed-upon fine. In the event that the offender still wishes to plead not guilty to the parking ticket, the offender will still be entitled to a trial in Troy City Court. The language being deleted refers to an initial protest being sent to the City Court which involves a procedure that is no longer utilized and would merely introduce unnecessary delay in the ticket protest procedure. The removal of this language will also avoid any potential confusion regarding the parking ticket protest process.

The above changes will hopefully enhance the efficiency of the new parking violation collection and management program.

**ORDINANCE AMENDING RESOLUTION NO. 62 DATED AUGUST 7, 2014
AND TO REVISE ITS CURRENT APPROPRIATIONS AS PER
SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN THE CITY OF TROY AND
THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF
SIGNAL IMPROVEMENTS ON PAWLING AVENUE**

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

Section 1. The Capital Fund is hereby amended to revise its current appropriation as per the revised grant agreement between the City of Troy and the NYS Department of Transportation for the purpose of Signal Improvements on Pawling Ave as provided in Schedule A titled:

“2014 Capital Fund Amendment – Pawling Ave Signal Improvements”

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, March 15, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2014 capital budget fund and to revise its current appropriations as per the revised grant agreement between the City of Troy and the NYS Department of Transportation for the purpose of signal improvements on Pawling Ave.

Summary of Provisions: The Project ITS Signal Improvements on Pawling Avenue, City of Troy P.I.N. 1758.05,” is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal fund.

Present Law: N/A

Overall Budget Fiscal Impact: Total costs for this project has been decreased by \$ 57,423.00 to a revised project cost of \$1,182,577.00.

Support Ord #19

SCHEDULE A
2014 Capital Fund Budget Amendment
Pawling Avenue Signal Improvements

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H.5000.4597.0605			
Federal Aid (State pass through) - Capital Project	\$992,000.00	\$ (45,938.00)	\$946,062.00
H.5000.3597.0605			
State Aid _ Marchiselli Funding	\$168,750.00	\$ 8,637.00	\$177,387.00
H.0000.5031.0605			
Interfund Revenues_General Fund	\$13,000.00	\$ -	\$13,000.00 a)
H5710			
Serial Bonds	\$66,250.00	\$ (20,122.00)	\$46,128.00 a)
Total Revenue	<u>\$1,240,000.00</u>	<u>\$ (57,423.00)</u>	<u>\$1,182,577.00</u>
Expenditures H960			
H5197.0203.0605			
Proj ITS Signal Improvements on Pawling Avenue	<u>\$1,240,000.00</u>	<u>\$ (57,423.00)</u>	<u>\$1,182,577.00</u>

*** Footnote: Or As Previously Amended**

Footnote
a) Equals Local Source Funding in the amt of \$57,423.00

Sponsor: City of Troy
PIN: 1758.05 BIN: _____
Comptroller's Contract No. D034014
Supplemental Agreement No. 2
Date Prepared: 8/7/2015 By: ddl
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D034014 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Troy (the Sponsor)
Acting by and through the Office of the Mayor
with its office at 433 River Street, Troy City Hall, Troy, NY 12180.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: City of Troy
PIN: 1758.05 BIN: _____
Comptroller's Contract No. D034014
Supplemental Agreement No. 2
Date Prepared: 8/7/2015 By: ddl
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

By: Louis A. Rosamilia

Print Name: Louis A Rosamilia

Title: Mayor

SPONSOR ATTORNEY:

By: [Signature]

Print Name: Ian Silverman

STATE OF NEW YORK

)ss.:

COUNTY OF RENSSELAER

On this 11th day of December, 2014 before me personally came Louis A. Rosamilia to me known, who, being by me duly sworn did depose and say that he/she resides at Troy, NY; that he/she is the Mayor of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

[Signature]
Notary Public
IAN H. SILVERMAN

APPROVED FOR NYSDOT:

BY: [Signature]
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: FEB 12 2016

Notary Public, State of New York
Approved as to Form
Rensselaer County
STATE OF NEW YORK ATTORNEY GENERAL
FEB 12 2016

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
FEB 18 2016
BY: [Signature]
Assistant Attorney General
ASSISTANT ATTORNEY GENERAL

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112
APPROVED
DEPT. OF AUDIT & CONTROL
FEB 26 2016
Catherine M. Bruner
FOR THE STATE COMPTROLLER

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1758.05**

OSC Municipal Contract #: D034014	Contract Start Date: 9/3/2013 _(mm/dd/yyyy)	Contract End Date: 8/7/2025 _(mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
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Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Troy
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and Indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SIGNALS **County (If different from Municipality):** Rensselaer

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: ITS Signal Improvements on Pawling Avenue, City of Troy

Marchiselli Allocations Approved FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$19,000.00	\$0.00	\$150,000.00	\$169,000.00
<input checked="" type="checkbox"/>	Current SFY 15/16	\$3,500.00	\$0.00	\$10,000.00	\$13,500.00
Authorized Allocations to Date		\$22,500.00	\$ 0.00	\$160,000.00	\$182,500.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1758.05.121	Current	CMAQ (80%)	\$125,000.00	\$100,000.00	\$18,750.00	\$6,250.00	\$0.00
	Old	CMAQ (80%)					
1758.05.321/322	Current	CMAQ (80%)	\$1,057,577.00	\$846,062.00	\$158,637.00	\$52,878.00	\$0.00
	Old	CMAQ (80%)					
.	Current		\$	\$	\$	\$	\$
	Old						
.	Current		\$	\$	\$	\$	\$
	Old						
.	Current		\$	\$	\$	\$	\$
	Old						
.	Current		\$	\$	\$	\$	\$
	Old						
TOTAL CURRENT COSTS:			\$1,182,577.00	\$946,062.00	\$177,387.00	\$59,128.00	\$ 0.00

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**ORDINANCE AMENDING THE 2016 SPECIAL REVENUE FUND IN ORDER TO
APPROPRIATE ADDITIONAL FUNDS THAT WILL BE RECEIVED FROM THE
DEPARTMENT OF STATE FOR THE PURPOSE OF DEVELOPING A
COMPREHENSIVE PLAN**

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

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

Comprehensive Plan

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form March 15, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending (Ordinance No. 7 dated January 21, 2016), the special revenue fund for the purpose of developing a comprehensive plan.

Summary of Provisions: This legislation will amend the Comprehensive Special Revenue Budget and to appropriate an additional \$80,000.00 to be received from The Department of State.

Present Law: N/A

Overall Budget Fiscal Impact: None.

Support #20

SCHEDULE A
City of Troy 2016 Budget Amendment

Special Revenue Fund
Comprehensive Plan

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Revenue -CD510			
CD.8000.3902.0000.8322 State Aid _ Planning Studies _ Environmental Protection Fund Title II Contract #C007153	\$ 86,163	\$ -	\$ 86,163
CD.8000.3989.0000.8322 State Aid _ Other _ Department of State Contract # C1000458	\$ -	\$ 80,000	\$ 80,000
CD.1000.2705.0000.8322 Donation _ Troy Redevelopment Foundation	\$ 637,000	\$ -	\$ 637,000
Total Revenue Increase		<u>\$ 80,000</u>	
Expenditures - CD960			
CD.2013.0409.8000.8322 Development of Troy's Comprehensive Strategic Plan	\$ 723,163	\$ 80,000	\$ 803,163
Total Expenditures Increase		<u>\$ 80,000</u>	

* or as previously revised

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 6/1/2014 TO: 5/31/2017</p> <p>CURRENT CONTRACT PERIOD: FROM: 6/1/2014 TO: 5/31/2017</p> <p>AMENDED TERM: FROM: TO:</p> <p>AMENDED PERIOD: FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount)</i></p> <p>CURRENT: \$80,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

<p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p>	<p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input checked="" type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p>
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IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Troy
433 River Street
Troy, NY 12180

By: *Louis A. Rosamilia*
Louis A. Rosamilia
Printed Name

Title: Mayor

Date: 10/22/14

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231

By: *Judith E. Kenny*
Judith E. Kenny
Printed Name

Title: DOS Director of Administration and Management

Date: 2/4/15

STATE OF NEW YORK

COUNTY OF Rensselaer

On the 22nd day of October, 2014, before me personally appeared Louis A. Rosamilia, to me known, who being by me duly sworn, did depose and say that he/she resides at 433 River Street, that he/she is the Mayor of the City of Troy, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor on the face page of this Master Contract.

(Notary)

[Signature]

IAN H. SILVERMAN
Notary Public, State of New York
Qualified in Rensselaer County
No. 02516257313 Exp. 3/12/16

ATTORNEY GENERAL'S SIGNATURE

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
FEB 06 2015
Benjamin L. Maggi
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

STATE COMPTROLLER'S SIGNATURE

By: _____

Title: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
FEB 19 2015
[Signature]
FOR THE STATE COMPTROLLER

ATTACHMENT C - WORK PLAN

Contractor: City of Troy
Contract Number: C1000458
Program Contact Person: William Dunne, Commissioner of Planning and Economic Development
Phone: 518 279 7166
Fax:
Email: bill.dunne@troyny.gov

City of Troy Local Waterfront Revitalization Program

1. Project Description

The City of Troy (Contractor) will prepare a Local Waterfront Revitalization Program to provide a framework for redevelopment and waterfront access and to encourage additional investment in the commercial properties that are on the waterfront. The project is intended to synthesize existing riverfront plans. It will be undertaken in conjunction with a city-wide comprehensive planning process and creation of the EPF LWRP funded Downtown Economic Development Strategic Plan. The City will provide a cash match.

This project involves the preparation of a Local Waterfront Revitalization Program pursuant to the provisions of New York State Executive Law, Article 42, for the City of Troy. Completion of the project may integrate preparation of a harbor management plan as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State's Division of Coastal Resources.

The City of Troy is located on the Hudson River and the Wynantskill Creek and has approximately 7.7 miles of coastal shoreline, in addition to 3.3 inland miles of the Wynantskill. The primary waterfront issues to be addressed by the City in the Local Waterfront Revitalization Program have been preliminarily identified as: underutilization of the waterfront which is Troy's most important physical asset; lack of connection between neighborhoods and the waterfront; beautification of the interface between land and river; revitalization of the deteriorated industrial waterfront; expansion of public access; protection of sensitive riverfront resources and scenic vistas.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Preparation of the Local Waterfront Revitalization Program (LWRP), including an integrated Harbor Management Plan (HMP), shall, at a minimum, involve the following tasks and provisions:

Task 1: Project Kick-Off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, coordination with the Comprehensive Plan and Downtown Economic Development Strategic Plan, LWRP preparation requirements, roles and responsibilities of project partners and entities involved in preparing the LWRP, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the schedule for submission of sections of the draft LWRP, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a Waterfront Advisory Committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebook "Making the Most of Your Waterfront: Enhancing Waterfronts to Revitalize Communities" http://nyswaterfronts.com/communities_guidebooks.asp.

Products: Meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Waterfront Advisory Committee

The Contractor shall establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. Coordination with any advisory committees developed to advance the Comprehensive Plan and Downtown Economic Development Strategic Plan will be determined. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Request for Proposals (if applicable)

The Contractor shall draft a Request for Proposals (RFP) for consultant planning services, including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Consultant services requested shall include all of the tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant or consultants selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s) and include the Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; coordination with the Comprehensive Plan and Downtown Economic Development Strategic Plan; identify waterfront and harbor management planning issues, new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the LWRP. A decision will be made by DOS following this meeting, as to whether a harbor management plan will be necessary as part of the Local Waterfront Revitalization Program. Project partners at this meeting will review the LWRP preparation process, including compliance with SEQRA, and identify SEQRA lead agency and involved agencies. The Contractor or its consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Preparation of a Community Outreach Process and Plan

The Contractor or its consultant(s), the Waterfront Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in development and implementation of the Comprehensive Plan and LWRP. The outreach plan shall identify key individuals,

organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. A summary of each public outreach session will be made available in written form and through other appropriate means, such as notices on the world wide web. The outreach plan shall be submitted to the Department for review and approval.

Product: Approved community outreach plan

Task 8: Review of Community Planning and Revitalization Initiatives

In an effort to identify and understand community and revitalization issues and needs, the Contractor or its consultant(s) shall identify and review completed and/or on-going planning projects and waterfront and community revitalization initiatives. This review process will also include consultation with key community leaders, board members, and staff. These meetings provide an opportunity to identify and discuss the specific needs and goals of the community as well as regional or inter-municipal issues.

Upon completion of the meetings, the Contractor or its consultant(s) shall prepare a summary document describing and assessing existing planning documents, completed and/or on-going community and waterfront planning projects, and issues and opportunities identified by community leaders, board members and staff. If applicable, information on common waterfront issues, and the potential joint waterfront planning, between neighboring communities shall also be included in this report.

The draft summary report shall be submitted to the Department for review and approval and Department's comments shall be reflected in the final summary report.

Products: Community Planning and Waterfront Revitalization Initiatives summary report submitted to the Department for review and approval.

Task 9: Community Profile

The Contractor or its consultant(s) shall prepare a profile that describes the natural, cultural, economic and recreational resources in the City. The profile is not intended to be an exhaustive inventory of resources in the community. Rather, it is intended as an overview of the resources and conditions in the project area, which will be used to determine the compatibility of proposed uses and projects to be developed through the planning process and form the basis for further development and analysis as part of the Comprehensive Plan, Downtown Economic Development Strategic Plan and LWRP.

Topics to be addressed include, but are not limited to, the following:

- Existing land use
- Existing water use
- Existing zoning and other relevant local development controls
- Land ownership patterns, including underwater lands
- Public access and recreational resources, including boat launches and fishing access
- Transportation routes, including bicycle and pedestrian facilities
- Tourism destinations and tourism support facilities
- Infrastructure (water supply, sewage disposal, electric supply, solid waste disposal)
- Cultural and Historic resources (National Register sites and districts, locally designated resources, archaeological resources)

- Scenic resources and view corridors
- Topography, hydrology, soils and streambank conditions
- Water quality
- Natural resources (wetlands, steep slopes, mature trees, etc.)
- Flooding and erosion
- Significant fish and wildlife habitats
- Agricultural lands
- Environmental issues (hazardous waste sites, solid waste, etc.)
- Navigation and dredging issues

The Contractor or its consultant(s) shall submit the draft community profile to the Department for review and approval, and shall incorporate the Department's comments into the final community profile.

Products: Draft and final Community Profile with accompanying maps submitted to the Department for review and approval.

Task 10: Community Workshops

The Contractor or its consultant(s), and the Project Advisory Committee shall conduct a series of community workshops to be conducted at times and locations identified through the project scoping meeting and public participation plan.

The community workshops will be used to:

- present a preliminary inventory and analysis of existing conditions;
- present a summary of completed and/or on-going community and waterfront planning projects and revitalization initiatives
- help participants reveal the ways in which they use and value the corridor;
- identify important issues and opportunities;
- discuss goals for land and water uses in the corridor;
- establish a working consensus on a vision for corridor;
- explore alternative scenarios for community development and conservation;
- identify projects and actions to implement the community vision;
- establish short- and long-term priorities;
- identify potential obstacles to waterfront and community revitalization efforts;
- develop strategies for continuing public participation in the implementation process;
- identify potential marketing activities.

Community workshops may include, but not be limited to, the following public participation techniques as identified and described in the Public Participation Plan:

- community visioning, during which the participants share their view on the future state of the community and create a shared community vision that will shape the goals and implementation recommendations of the plan.
- Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, in which the participants will share opinions on the strengths, weaknesses, opportunities and threats presented by the community's existing conditions.

Community workshops may also be supplemented by the following techniques as identified and described in the Public Participation Plan:

- a community survey in order to broaden the level of community participation in the planning process and assist in the establishment of community values, preferences, and policy
- stakeholders interviews, or focus group meetings, to gather additional information on selected topics and to solicit input from targeted interest groups

All public meetings will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means.

Potential meeting dates shall be discussed with the Department and notification of the Department shall occur at least two weeks prior to any meeting or workshop.

Product: Written report of the workshop activities and findings submitted to the Department for review and approval.

Task 11: Draft Comprehensive Plan

The Contractor and its consultant(s) shall prepare the Comprehensive Plan in close coordination with the development of the LWRP. The Comprehensive Plan will be developed to provide general concepts, standards and guidelines for orderly growth and economic development and will reflect the ideas and views expressed at the public workshops.

Products: Draft Comprehensive Plan submitted to the Department for review.

Task 12: LWRP - Section I - Waterfront Revitalization Area Boundary

The Contractor or its consultant(s) shall prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, viewshed, and any other factors. References to the Inventory and Analysis section justifying the inclusion of particular areas should be included in this section if beneficial for increased understanding. The narrative must be accompanied by a boundary map. Section I shall be submitted to the Department for review and approval.

Products: Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).

Task 13: LWRP - Section II - Inventory and Analysis

The Contractor or its consultant(s) shall inventory and describe existing natural and built resources and conditions within the waterfront revitalization area including the harbor (which includes surface waters and underwater lands). (See Chapter 4 of the LWRP Guidebook.) In addition, Section II must provide a thorough analysis of waterfront issues, opportunities, and constraints to development, and resource protection needs and a reasonable assessment of the vulnerable resources and potential risks associated with climate change.

Topics to be addressed include, but are not limited to, the following:

- Identification and assessment of existing land use and development
 - Land use and ownership patterns (public and private), including underwater lands
 - Abandoned, deteriorated, or underused sites and buildings
 - Agricultural lands

- Identification and assessment of existing water-dependent uses and related issues
 - Commercial, industrial, and recreational water-dependent uses (such as ferries, marinas, boat yards, trans-shipment facilities, swimming areas, vessel anchorage and mooring areas, commercial or recreational fishing or shell fishing areas and uses)
- Identification and assessment of existing zoning and other relevant local land use and development controls
 - Zoning codes, subdivision review, site plan review, and design standards, etc.
- Identification and assessment of existing and desired open spaces, public access sites and recreational resources
- Identification and assessment of the condition of infrastructure
 - water supply, stormwater and sewage treatment, vessel waste facilities, solid waste disposal, transportation systems, energy production and transmission, bulkheads, docks and docking facilities and underwater infrastructure and structures, such as cables and pipelines
- Identification and assessment of historic and scenic resources
 - National Register sites and districts, Scenic Areas of Statewide Significance, locally designated resources, and archaeological resources such as shipwrecks and historic dry docks
- Identification and assessment of natural resources, topography, hydrology, and geology
 - NYS Significant Coastal Fish and Wildlife Habitat areas, locally important fish and wildlife habitats, wetlands, water courses, landscape features, steep slopes, minerals, etc.
- Assessment of issues related to water quality
 - Point and non-point sources of pollution
 - Water quality classification
- Assessment of issues related to flooding, erosion and other coastal hazards
- Assessment of issues related to navigation and dredging
- Summary of the existing authorities of federal, state, regional, and local agencies that have jurisdiction in the waterfront revitalization area.
 - the National Oceanic and Atmospheric Administration, the U.S. Coast Guard, U.S. Army Corps of Engineers, and the Department of Interior;
 - the State Departments of State, Environmental Conservation, Health and Transportation and the Offices of General Services and Parks, Recreation, and Historic Preservation;
 - agencies of the city, town, or village, or a county if the county regulates activities in the waterfront revitalization area;
 - the local harbormaster, bay constables, code enforcement officer, building inspector, police department or sheriff's office.
 - Section II shall be submitted to the Department for review and approval.

Products: Section II - Inventory and Analysis with accompanying maps to depict the municipality's waterfront area resources, issues, and opportunities.

Task 14: First Public Information Meeting

Following completion of the initial drafts of Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Products: Public information meeting held. Minutes of the public meeting.

Task 15: LWRP - Section III - Local Waterfront Revitalization Policies

The Contractor or its consultant(s) shall refine applicable State waterfront revitalization policies to reflect local conditions and circumstances, including specific standards and proposed land and water uses for determining consistency with the policies. Provisions of the State policies may be modified to correspond with local circumstances, but may not be diminished. Section III shall be submitted to the Department for review and approval

Products: Section III - Local Waterfront Revitalization Policies.

Task 16: LWRP - Section IV - Proposed Land and Water Uses and Proposed Projects

The Contractor or its consultant(s) shall describe and map proposed long-term land and water uses within the waterfront area, and proposed projects necessary to implement the LWRP.

Projects may include but not be limited to:

- Capital improvement or construction projects that are necessary to maintain or improve uses or conditions;
- Special studies, plans, design projects, or research necessary to advance or refine components of the LWRP;
- Projects to redevelop underused or deteriorated areas and sites,
- Projects to provide or improve public access;
- Projects to protect existing, or provide for new, water-dependent uses, such as marinas, boat yards, yacht clubs, port facilities, swimming beaches, or shell fishing; and
- Projects to enhance or restore wetlands and habitats.

Section IV shall be submitted to the Department for review and approval

Products: Section IV - Proposed Land and Water Uses and Proposed Projects accepted by the Contractor and approved by the Department.

Task 17: Second Public Information Meeting

Following completion of the initial draft of Section IV - Proposed Land and Water Uses and Proposed Projects the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Section IV.

Products: Public information meeting held. Minutes of the public meeting.

Task 18: LWRP - Section V - Techniques for Local Implementation of the Program

The Contractor or its consultant(s) shall describe existing local laws and regulations, as well as any new or amended laws or regulations which are necessary to implement the policies, proposed uses, and projects set forth in Sections III and IV. Full drafts of new or amended laws and regulations, including a local consistency review law, should be in the appendix to the LWRP.

The Contractor or its consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

The Contractor or its consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the LWRP, and the financial resources required to implement the LWRP. Section V shall be submitted to the Department for review and approval.

Products: Section V - Techniques for Local Implementation of the Program, including ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

Task 19: LWRP - Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

The Department shall provide to the Contractor or its consultant(s) a generic list of federal and State agency actions and programs (Section VI. A.) which are to be undertaken in a manner consistent with the LWRP. The Contractor or its consultant(s) shall describe specific federal and State actions (Section VI. B.) necessary to further implementation of the LWRP (technical assistance, funding, procedural changes, etc.). Section VI shall be submitted to the Department for review and approval.

Products: Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

Task 20: LWRP - Section VII - Local Commitment and Consultation

The Contractor or its consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, and/or meetings with governmental agencies. The Contractor or its consultant(s) shall also describe any local committees created to oversee preparation of the LWRP, as well as the role of other municipal agencies. Section VII shall be submitted to the Department for review and approval.

Products: Section VII - Local Commitment and Consultation.

Task 21: LWRP - Section VIII - Determination of Significance and Compliance with SEQRA

The Contractor shall request designation as Lead Agency for purposes of SEQRA. The Lead Agency shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The Contractor or its consultant(s) shall

determine whether a public hearing will be held on the Draft LWRP. Section VIII shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held.

Task 22: Draft LWRP

The Contractor or its consultant(s) shall submit a hard copy and electronic copy (.pdf format) of a complete Preliminary Draft LWRP document, with integrated harbor management, including a complete Draft Generic Environmental Impact Statement (if one is to be prepared), incorporating comments provided on each component section, to the Department for approval. If revisions to the Preliminary Draft LWRP are needed, based on Department review, the Contractor or its consultant(s) shall make the required changes and resubmit the document to the Department for review. All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.

Following acceptance of the Preliminary Draft LWRP document by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, Federal, and local agencies by resolution of the local municipal legislative body. The Contractor or its consultant(s) shall also provide three (3) hard copies and one electronic copy (formatted in either Corel WordPerfect or Microsoft Word) of the Draft LWRP document to the Department.

Upon receipt of the required number of copies of the Draft LWRP (Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Preliminary Draft LWRP acceptable to the Department; (2) a resolution of the local municipal legislative body accepting the Draft LWRP; (3) the required number of copies of the Draft LWRP; and (4) comments received as a result of Department initiated 60-Day Review.

Task 23: Third Public Information Meeting

Following completion of the Draft LWRP and in conjunction with 60-Day Review, the Contractor or its consultant(s) shall conduct a public information meeting or meetings on the Draft Program.

Products: Public meeting held. Minutes of the public information meeting(s) and identification of changes to be made to the Draft Program as a result of the public meeting submitted to the Department for approval.

Task 24: Final LWRP

Following the 60-Day Review of the Draft LWRP (Draft Generic Environmental Impact Statement, if applicable), the Department shall meet with the Contractor or its consultant(s) to determine appropriate responses to all of the comments received; which shall be reflected in the Final LWRP document (and Final Environmental Impact Statement, if applicable) to the satisfaction of the Department.

The Contractor and/or its consultant(s) shall also submit a schedule of adoption to the Department of the LWRP and any local laws necessary for implementation of the LWRP.

Products: Final LWRP (and Final Environmental Impact Statement, if applicable) and schedule of adoption.

Task 25: MWBE Quarterly Reports

The contractor and its consultants and/or contractors shall submit MWBE Quarterly Reports (every March 31, June 30, September 30, and December 31) on the form provided, including a breakdown of payments issued to state-certified MWBE firms during the quarter.

Products: MWBE reports submitted to DOS during the life of the contract.

Task 26: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 27: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.

- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Department of State logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in project kick-off meeting and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents. Department approval must be obtained before construction may begin.

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries	\$0.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$160,000.00
F. Other	\$0.00
TOTAL PROJECT COST	\$160,000.00
Total State Funds	\$80,000.00
Total Local Share	\$80,000.00

A. SALARIES (including fringe benefits)		
<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
SUBTOTAL		\$0.00

B. TRAVEL		
SUBTOTAL		\$0.00

C. SUPPLIES		
SUBTOTAL		\$0.00

D. EQUIPMENT		
SUBTOTAL		\$0.00

E. CONTRACTUAL SERVICES		
Professional planning services to develop and write a comprehensive plan, Downtown Economic Development Strategic Plan and a Local Waterfront Revitalization Program Contractor: Urban Strategies Inc. (EIN: 98-0509238) 197 Spadina Avenue, Suite 600 Toronto, Ontario M5T2C8 Canada		
SUBTOTAL		\$160,000.00

F. OTHER		
SUBTOTAL		\$0.00

**ORDINANCE AMENDING THE 2016 SPECIAL REVENUE BUDGET TO
APPROPRIATE A NEW YORK STATE HOMELAND SECURITY GRANT FOR
THE PURCHASE OF A CANINE VEHICLE AND AN EXPLOSIVE DETECTION
CANINE**

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

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

“Public Safety – Police
New York State Homeland Security Grant FY 2015

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, March 15, 2016

Kevin, Glasheen, Corporation Counsel

**MEMORANDUM OF SUPPORT FOR AMENDING
THE 2016 SPECIAL REVENUE BUDGET**

Title: Ordinance amending the 2016 Special Revenue Budget appropriate funds to be received from a NY State Homeland Security Grant to protect NYS residents and infrastructure from terrorist attacks involving explosive devices.

Effect on Present Law: None

Purpose: To enhance capabilities to prevent and detect improvised explosive device (IED) attacks by acquiring and utilizing explosive detection canine and for the purchase of a canine vehicle.

Fiscal Impact: None - 100% Reimbursable.

Council Committee: Public Safety/Finance

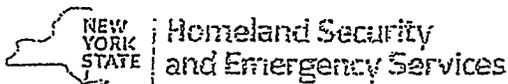
SCHEDULE A
City of Troy 2016 Special Revenue Budget Amendment

Public Safety - Police
NY State Homeland Security Grant (FY 2015)
Explosive Detection Caine and Equipment Purchases

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>Special Revenue Fund</u>			
Revenue - CD510			
CD3000-3305-8000-8334 NYS Homeland Security/Contract C835459	\$ -	\$ 59,950	\$ 59,950
CD3000-3305-8000-8335 NYS Homeland Security/Contract T175259	\$ -	\$ 18,600	\$ 18,600
Total Revenue Increase		<u><u>\$ 78,550</u></u>	
Expenditures - CD960			
CD2016-202-8000-8334 Vehicle	\$ -	\$ 43,000	\$ 43,000
CD2016-0203-8000-8334 Equipment Purchase.	\$ -	\$ 1,250	\$ 1,250
CD2016-0303-8000-8334 Purchases Other _Dogs	\$ -	\$ 8,700	\$ 8,700
CD2016-0410-8000-8334 Training	\$ -	<u>\$ 7,000</u>	\$ 7,000
Sub Total		<u>\$ 59,950</u>	
CD2016-0203-8000-8335 Equipment Purchase	\$ -	\$ 2,600	\$ 2,600
CD2016-0303-8000-8335 Purchases Other _Dogs	\$ -	\$ 9,000	\$ 9,000
CD2016-0410-8000-8335 Training	\$ -	<u>\$ 7,000</u>	\$ 7,000
Sub Total		<u>\$ 18,600</u>	
Total Expenditures Increase		<u><u>\$ 78,550</u></u>	

* or as previously revised

Support Ord #21
Res #10



ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

September 16, 2015

The Honorable Louis Rosamilia
Mayor, City of Troy
1776 6th Avenue
Troy, NY 12180

Dear Mayor Rosamilia:

I am pleased to announce that the City of Troy has been awarded \$78,550 in federal funding under the FY2015 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is September 16, 2015 through August 31, 2018.

As outlined in your applications, this funding is provided to develop an explosive detection canine team (\$59,950) and to sustain and/or enhance capabilities for a previously developed explosive detection canine team (\$18,600). All funding is subject to both New York State and federal guidelines and regulations.

We encourage you to review the objectives of this targeted grant opportunity as we reach out to you to execute your contract. One of the primary objectives requires grantees to continually update their DHS Office for Bombing Prevention *Explosive Detection Canine Capability Assessment Reports*, specifically when they have completed a significant project that demonstrates capability growth, and we strongly recommend that you update your assessment report annually. Additionally, all grantees are required to be registered users of the Bomb Arson Tracking System (BATS), administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), to document the incidents their team responds to and the activities they perform.

All capabilities developed through Federal FY2015 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSSES's Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Jacqueline Lake at (518) 242-5137.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Melville".

John P. Melville
Commissioner

cc: Chief John F. Tedesco, City of Troy Police Department

2/4/16

RES#10

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TWO CONTRACTS
WITH THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
SERVICES**

WHEREAS, the City Of Troy is the recipient of federal funds through the NYS Department of Homeland Security and Emergency Services ("DHS") in the total amount of \$78,550 under the FY 2015 Explosive Detection Canine Team Grant Program; and

WHEREAS, the grant funds are being awarded under two separate contracts in the amounts of \$59,950 and \$18,600 respectively; and

WHEREAS, the DHS has provided the two proposed contracts setting forth the terms, rights and responsibilities of respective parties and said contracts are attached hereto and made a part hereof; and

WHEREAS, the grant funds are being provided pursuant to these two contracts are providing significant benefits to the Troy Police Department and the City of Troy.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute the above-mentioned contracts with DHS and said contracts will be in substantial compliance with the contracts attached hereto and made a part hereof.

Approved as to form, January 29, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

In September of last year, the city was advised that it had been awarded a total grant of federal funds in the amount of \$78,550 through the NYS Department of Homeland Security and Emergency Services ("DHS") under the 2015 Explosive Detection Canine Team Grant Program. There were two separate components to the above grant. The first was for \$59,950 to fund an explosive detection consisting of a new dog, vehicle, related equipment and training. The second component was for \$18,600 to be used to replace a dog that had been or would be taken out of service.

The Troy Police Department just received two proposed contracts for the respective components of this grant from DHS. They are attached as back-up material. We have asked that this resolution be added to the Council's Regular Agenda for the February 4th Regular Meeting because there is some urgency to the execution of these contracts. Capt. Brian Owens of the TPD has advised us that the initial new dog typically is purchased by a vendor overseas. The Czech Republic is one of the primary sources due to the quality of the dogs there. Following purchase, there is a period of time required to acclimate the dog to its new surroundings and to develop the bond with the officer prior to the start of training which is scheduled to begin in April. Accordingly, the contract process needs to be finalized relatively soon to allow the effective implementation of the grant.

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDINGS INSTITUTED BY CRE JV MIXED FIFTEEN BRANCH
HOLDINGS LLC ON THE ASSESSMENT ROLL OF THE CITY OF TROY

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

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

PROPERTY OWNER	ADDRESS	PARCEL NO.
CRE JV Mixed Fifteen Branch Holdings LLC	1818 5 th Ave.	101.53-6-1

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

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

Section 4. This Ordinance shall take effect immediately.

Approved as to form, March 14, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: CRE JV Mixed Fifteen Branch Holdings LLC
PROPERTY: 1818 Fifth Ave. (101.53-6-1)
ATTORNEY: Raymond Furey (Cronin and Cronin Law Firm, Mineola)

This is the Citizens Bank branch located at 1818 Fifth Ave., a 3,124 square foot branch bank built in the 1970s. In 2006 the property sold from Citizens Bank to the current owner for \$711,556. Citizen's Bank leases the property from the owner for an annual rent of \$62,630. The property has annual expenses for utilities, maintenance, repairs, insurance, etc. of \$32,369.

The current assessment indicates a value of about \$275/square foot. After reviewing the income and expense statements for the property, as well as sales data of other banks, and assessments of other branch banks in the City, the parties agreed to a settlement in which the current litigation would be discontinued and the 2016 assessment would be set at \$750,000, or \$240/square foot.

There is no refund in this settlement, as it is a discontinuance of the current proceedings and an adjustment of the 2016 assessment. Utilizing the current tax rates, the difference in tax payments based on this reduction would be \$4,557 for the City, County and School District, of which \$1,329 would be from the City.

The following chart illustrates the impact on taxes:

Assessed Value	Revised Assessed Value	Total difference in taxes 2016	2016 City difference in taxes
\$860,000	\$750,000	\$ 4,557	\$ 1,329

ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT: PATRICIA BURCH V. CITY OF TROY, INDEX. NO.: SC – 0000823 – 16/TR

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

Section 1. The above named plaintiff filed a claim seeking reimbursement in the amount of \$1903.55 for damage to her motor vehicle on or about November 24, 2015 at a City parking lot allegedly caused by the negligence and culpability conduct of City's employees.

Section 2. The Corporation Counsel is authorized to settle the above claim for \$1500. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General Release in full satisfaction of the claim prior to payment.

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

Section 4. The Ordinance shall take effect immediately.

Approved as to form, March 18, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

On November 24, 2015, the plaintiff sustained damage to her motor vehicle as a result of the alleged negligence of City employees in the placement of small No Parking signs behind vehicles parked in the City Parking lot located at 2 First Street. Plaintiff contacted the late Bill Chamberlain and advised him regarding the occurrence of the accident and provided the proper damage estimate in the amount of \$1,907.55.

Under the terms of the proposed settlement, plaintiff will provide a General Release and Discontinuance of her claim with prejudice. In return, the City shall pay the Plaintiff the sum of \$1,500. The proposed settlement is conditioned upon approval from the City Council and Mayor.

**ORDINANCE AMENDING THE 2016 CITY BUDGET TO ACCEPT FUNDS FROM
THE HUDSON RIVER VALLEY GREENWAY FOR THE PURPOSE OF
FURTHERING THE EFFORTS IN THE ENHANCEMENT OF THE UNDER-
UTILIZED UNCLE SAM TRAIL IN NORTH TROY**

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

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

2016 Greenway Community Grant

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, March 15, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2016 Operating Budget to accept funds from the Hudson River Valley Greenway for the purpose of furthering the efforts in the enhancements to the Uncle Sam Trail in North Troy

Summary of Provisions: The City of Troy will receive \$ 5,000.00 in grant monies from the Hudson River Valley Greenway for the purpose of developing a planning document to be utilized for the implementation of the Uncle Sam Trail improvement.

Present Law: N/A

Overall Budget Fiscal Impact: A \$ 6,700.00 local match will be required for this grant which will consist of in-kind services by the City of Troy.

SCHEDULE A

2016 General Fund Budget Amendment Greenway Community Grant

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Revenue - A510			
A.7000.3889.0000			
Other Culture and Recreational Grants			
Hudson River Valley Greenway	\$ -	5,000.00	5,000.00
Total Revenue Increase		<u>5,000.00</u>	
Expenditures - A960			
A8020.0409.0000			
Planning Department _ Consultant Svces			
Hudson River Greenway Grant	\$ -	5,000.00	5,000.00
Total Expenditures Increase		<u>5,000.00</u>	

* or as previously revised



Hudson River Valley Greenway

Memorandum of Understanding Face Page

DATE: January 14, 2016

PROJECT
Uncle Sam Trail Improvement, as set forth in detail in Schedule 1.

GRANTEE
City of Troy
433 River Street, 5th Floor
Troy, NY 12180
A Municipal Corporation

GREENWAY
Hudson River Valley Greenway Communities Council
Name: Mark Castiglione
Title: Acting Executive Director
Telephone: (518) 473-3835
Facsimile: (518-473-4518
E-Mail: hrvg@hudsongreenway.ny.gov
Address: 625 Broadway – 4th Floor
Albany, New York 12207-2995

SPECIAL AWARD CONDITIONS
None

CONTRACT ID: PL 16-01-01-RE
CONTRACT TYPE:
 Greenway Communities Grant
 Greenway Compact Grant

CONTRACT PERIOD
From: January 14, 2016
To: Two years after the date of execution

FUNDING AMOUNT
\$ 5,000.00, (five thousand dollars)

GRANTEE'S GREENWAY STATUS AS OF:
February 1993
 Greenway Planning Community
 Greenway Compact Community

GRANTEE NYS VENDOR ID#:
GRANTEE FEDERAL TAX ID #: 14-6002472

CHIEF ELECTED/AUTHORIZED SIGNER
Name: Patrick Madden
Title: Mayor
Telephone: 518-279-7412
Facsimile:
E-Mail 1: mayor@troy.ny.gov
E-Mail 2:
Grantee correct as necessary

LEAD PROJECT CONTACT
Name: Monica Kurezjeski
Title: Economic Development Coordinator
Telephone: 518-279-7412
Facsimile:
E-Mail 1: monica.kurezjeski@troy.ny.gov
E-Mail 2:
Grantee correct as necessary

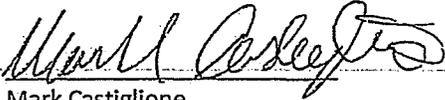
RECEIVED
FEB 16 2016
HUDSON RIVER VALLEY
GREENWAY

Memorandum of Understanding
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

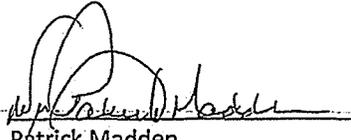
For the GREENWAY:

For the GRANTEE:



Mark Castiglione
Acting Executive Director
Greenway Communities Council

Date 2.16.16



Patrick Madden
Mayor
City of Troy

Date 02-09-2016

State of New York)
County of RENSSELAIRE)

On this 9th day of FEBRUARY in the year 2016,
before me personally came

WM. PATRICK MADDEN, to me known, and
known to me to be the person described in and who executed
the foregoing instrument and he/she acknowledged to me
that he/she executed the same.



Notary Public

KEVIN P. GLASHEEN
Notary Public, State of New York
No. 4848652
Qualified in Rensselaer County
Commission Expires March 20, 2019

Budget Summary: Please identify the proposed expenditures of the project according to the following: (See worksheet below for budget and match detail)

Project Costs	Greenway Funds Requested	Local and other Funding Match	Total
Contractual/Professional Services:	\$ 5,000.00	\$ 6,700.00	\$ 11,700.00
Equipment/Supplies/Materials:	\$ 0.00	\$ 0.00	\$ 0.00
Construction:	\$ 0.00	\$ 0.00	\$ 0.00
Land Acquisition:	\$ 0.00	\$ 0.00	\$ 0.00
Total:	\$ 0.00	\$ 0.00	\$ 0.00

(Total must equal the amount of "Total Greenway Funds Requested" in Budget Detail)

(Total must equal the amount of "Total Applicant Match" line in Budget Detail and must be equal to or greater than Total Greenway Funds Requested)

ORDINANCE ESTABLISHING A CAPITAL PROJECT TO ACCEPT AND EXPEND FUNDS FROM ENVIRONMENTAL PROTECTION TITLE II ENTITLED LOCAL WATERFRONT REVITALIZATION PROGRAM

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

Section 1. The City of Troy is hereby authorized and directed to accept funds from the Environmental Protection Fund Title II _ Local Waterfront Revitalization Program for financial assistance to the City of Troy for Riverfront Park Access.

Section 2. The City of Troy Capital Fund is herein amended as set forth in Schedule A entitled:

Riverfront Park Access

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, March 15, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance establishing a Capital Project to accept funds from the Environmental Protection Fund Title II _ Local Waterfront Revitalization for the purpose of providing funding for the Riverfront Park Access

Summary of Provisions: The City of Troy will receive \$ 954,000.00 in grant monies from Environmental Protection Fund. Title II

Present Law: N/A

Fiscal Impact: This Grant also has a local share match of \$954,000.00

Council Committee: Finance

SCHEDULE A
Capital Fund Budget Amendment
Riverfront Park Access

Capital Fund

	<u>Original*</u> <u>Budget</u>	<u>CHANGE</u>	<u>Revised</u> <u>Budget</u>
Revenue H510			
H.7000.3897.0614			
State Aid _ Culture and Recr Capital Project	\$0.00	\$ 954,000.00	\$954,000.00
Total Revenue	<u>\$0.00</u>	<u>\$ 954,000.00</u>	<u>\$954,000.00</u>
Expenditures H960			
H7110.0203.0614			
Riverfront Park Access	<u>\$0.00</u>	<u>\$ 954,000.00</u>	<u>\$954,000.00</u>

* Footnote: Or As Previously Amended

FACE PAGE

STATE AGENCY (Name and Address):
NYS Department of State One Commerce Plaza 99 Washington Avenue - Suite 1010 Albany, NY 12231-0001

NYS CONTRACT NUMBER:	C007154
ORIGINATING AGENCY CODE:	19000/DOS01
TYPE OF PROGRAM: Environmental Protection Fund Title 11 - Local Waterfront Revitalization Program	

CONTRACTOR (Name and Address):
City of Troy 1776 Sixth Avenue Troy, NY 12180

VENDOR ID NUMBER:	1000002394
FEDERAL TAX ID NUMBER:	14-6002472
MUNICIPALITY NUMBER:	

STATE SHARE FUNDING AMOUNT:	\$954,000.00
LOCAL SHARE FUNDING AMOUNT:	\$954,000.00

CONTRACTOR STATUS:	
Sectarian Entity	Yes ___ No <u>X</u>
Not-for-Profit Organization	Yes ___ No <u>X</u>
CHARITIES REGISTRATION NUMBER:	
____ - ____ - ____ / (E-1) - 3A Estates, Powers and Trusts Laws Reporting (E-2) - 02	

INITIAL CONTRACT PERIOD
FROM: April 1, 2012 TO: March 31, 2015

If you did not claim an exemption to both of the items above, you must circle appropriate response in the following statement:
Contractor [has/has not] timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

APPENDIX A: Standard Clauses for NYS Contracts
APPENDIX A1: Agency-Specific Clauses
APPENDIX B: Budget
APPENDIX C: Payment and Reporting Schedule
APPENDIX D: Program Work Plan
APPENDIX F: Notices
APPENDIX X: Modification Agreement Form

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY LICENSE PERMITTING ENTRY ON CITY PROPERTY

WHEREAS, The City of Troy is the owner of certain real property located at 273 River Street, Tax Map Parcel No. 101.45-5-7 hereinafter "Site"; and

WHEREAS, The Troy IDA, hereinafter "TIDA", has authorized the expenditure of up to \$500,000 for design and construction services to replace the parking deck remnant at 273 River Street with public space and park access to Riverfront Park; and

WHEREAS, the project is part of a 2011 CFA 50/50 reimbursable grant award for which the City has no matching funds; and

WHEREAS, the TIDA has agreed to front the cost on behalf of the City and will receive the \$250,000 grant reimbursement; and

WHEREAS, TIDA has requested permission to enter onto and perform certain design and construction actives on the Site.

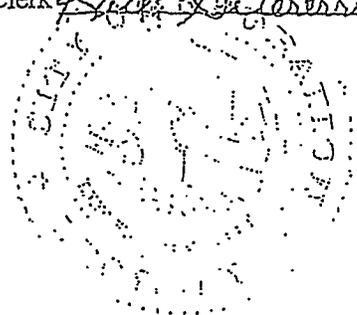
NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into a Temporary License Agreement Permitting Entry on Property with TIDA granting permission to TIDA to enter onto the Site to perform certain design and construction activities, the final content of said agreement to be substantially in the form of the agreement as attached hereto.

Approved as to form, June 13, 2013

Ian H. Silverman, Esq., Corporation Counsel

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor 7/12/13	Approved <u> </u> Date <u>7/15/13</u>
Received from the Mayor <u>7/15/13</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk <u>Kyckie B. Teresi</u>	Mayor <u>J. Rosamilia</u>



MEMORANDUM IN SUPPORT

Title: Resolution authorizing the Mayor to execute a temporary license agreement permitting entry on city property.

Summary of Provisions: This action by the City Council would grant the Troy IDA temporary license for 273 River Street. TIDA, has authorized the expenditure of up to \$500,000 for design and construction services to replace the parking deck remnant at 273 River Street with public space and park access to Riverfront Park. The project is part of a 2011 CFA 50/50 reimbursable grant award for which the City has no matching funds. The TIDA has agreed to front the cost on behalf of the City and will receive the \$250,000 grant reimbursement. TIDA has requested permission to enter onto and perform certain design and construction activities on the Site. The TIDA issued an RFP for design services and has retained Architecture + to do the construction bid documents. The TIDA can procure much faster than the city and time is an issue. The current deteriorated condition of the remaining portion of the parking deck is not getting any better and that includes the retaining wall at River Street. Also, when the parking deck was demolished, the proper drainage of water was never addressed and successive freeze-thaw cycles have damaged both the privately owned ACCR and Dauchy buildings, which respectively flank 273 River Street to the south and north. From a liability/public safety perspective, these issues need to be addressed as quickly as possible.

Purpose: This action by the City Council would grant the Troy IDA license to do design and construction work at 273 River Street.

Council Committee: Finance

**TEMPORARY LICENSE AGREEMENT PERMITTING ENTRY ON
PROPERTY**

AN AGREEMENT ("Agreement"), entered into this 20th day of May, 2014 by and between **TROY INDUSTRIAL DEVELOPMENT AUTHORITY ("TIDA")**, a public benefit corporation organized and existing under the laws of the State of New York, having its principal place of business at 433 River Street in the City of Troy, County of Rensselaer and State of New York, hereinafter referred to as "**LICENSEE**", and the **CITY OF TROY** having an address located at City Hall, 433 River Street, in the City of Troy, County of Rensselaer and State of New York, hereinafter referred to as "**LICENSOR**".

WHEREAS, **LICENSOR** is the owner or operator of certain real property in the City of Troy, County of Rensselaer, State of New York (hereinafter referred to as the "Property") and is further described as 273 River Street and Tax Map Parcel No 101.45-5-7; and

WHEREAS, **LICENSEE** has authorized the expenditure of up to \$500,000 for design and construction services to replace the parking deck remnant at 273 River Street with park access to Riverfront Park and Public Space; and

WHEREAS, **LICENSEE** has requested permission to enter and perform certain activities upon the Property; and

WHEREAS, **LICENSOR** is willing to grant temporary license for such entry and activities, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, without admitting any issues of fact or law or any liability or responsibility, agree as follows:

- 1) **LICENSOR** represents and warrants to **LICENSEE** it is the sole owner of record of the Property . This provision shall survive expiration, or termination of this Agreement.
- 2) That **LICENSOR**, in consideration of the sum of ONE DOLLAR (\$1 .00) and the covenants herein, has granted and does hereby grant a temporary license and permit to **LICENSEE**, its employees, agents, representatives, independent contractors, and invitees to enter and perform activities upon the Property, (hereinafter the "Site"), for the purpose of performing certain design and construction activities.
- 3) The Work performed by **LICENSEE** shall be consistent with a work plan required by and approved by **LICENSOR**.
- 4) This License shall become effective on the 1st day of April, 2014 and shall terminate on December 31, 2015 ("Term") . **LICENSEE** shall have the right to terminate this Agreement upon completion, in **LICENSEE'S** sole discretion, of the Work which termination will become effective upon written notice to **LICENSOR** . The Term may be

extended for a period of time to be determined by **LICENSOR** should **LICENSEE** request to perform additional work. **LICENSOR** shall have the right to terminate and/or revoke this Agreement or the temporary license granted herein prior to the expiration of the Term, with a 30 day notice to terminate given in writing to **LICENSEE**. Upon termination or expiration of the Term, this Agreement shall be of no further force and effect, except for those provisions that expressly survive such expiration or termination.

5) It is understood and agreed that no vested right in the Property is hereby granted or conveyed, and that the license hereby given is subject to any and all encumbrances, conditions, restrictions, and reservations upon or under which **LICENSOR** holds the Property. **LICENSOR** agrees to apprise **LICENSEE** of any such encumbrances, conditions, restrictions, and reservations at the earliest possible time, but in any event before **LICENSEE'S** entry upon the Property.

6) **LICENSEE** will indemnify and save harmless **LICENSOR** against all loss, damage, or injury to property or persons caused by the negligence of **LICENSEE**, its employees, agents, representatives, independent contractors, and invitees during their entry or presence upon the Property pursuant to this license. However, in no event will **LICENSEE** be liable for consequential, incidental, indirect, or exemplary damages.

7) **LICENSOR** agrees that it will not take, or cause to be taken, any action that will interfere with or adversely affect **LICENSEE'S** Work on the Property.

8) The rights, privileges, duties, and obligations of the parties hereto under this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said parties, respectively. This Agreement is solely for benefit of said parties and their successors and assigns and may not be enforced by nor shall it be construed for the benefit of, any third party.

9) This Agreement, attached hereto and made a part hereof, contains the sole and entire Agreement between the parties, and cannot be altered or amended except by the written consent of both parties with reference to this Agreement.

10) Notwithstanding any provisions to the contrary in this Agreement, neither party hereto shall waive any privilege or any other defenses that it may have based upon any information, oral or otherwise, disclosed, revealed, given to either party by the other, or otherwise made known, as a result of the activities arising from this Agreement.

11) Except as provided in Paragraphs 3 and 6 above, nothing in this Agreement shall be construed as a waiver of any cause of action, claim, demand, or defense the parties hereto might otherwise have under statutory law, common law, or otherwise against each other or against any third party.

12) **LICENSOR** represents to **LICENSEE** that the execution, acknowledgement and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by **LICENSOR** and that the person signing has the authority to sign and

deliver this Agreement on its behalf and thereby bind LICENSOR to the same. LICENSEE represents to LICENSOR that the execution, acknowledgement and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by LICENSEE and that the person signing has the authority to sign and deliver this Agreement on its behalf and thereby bind LICENSEE to the same.

13) In case one or more of the provisions contained in the Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

14) During the Term of this Agreement, LICENSOR shall notify LICENSEE in advance as promptly as practicable of the proposed transfer or sale of all or any part of the Property.

15) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

LICENSOR :

By: Louis A. Rosamilia
Name: Louis A. Rosamilia
Its: Mayor

STATE OF NEW YORK)
) ss
COUNTY OF RENSSELAER)

On this 20th day of 2014 before me personally appeared Louis A. Rosamilia personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DENEE C ZEIGLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZE6299354
Qualified in Rensselaer County
My Commission Expires March 24, 2018

Denee C Zeigler
NOTARY PUBLIC

LICENSEE :

By 
Name: WILLIAM S DUNNE
Its: REC. DIRECTOR

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

On this 20th day of 2014 before me personally appeared William S. Dunne
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.

DENEE C ZEIGLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZE6299354
Qualified In Rensselaer County
My Commission Expires March 24, 2018


NOTARY PUBLIC

**ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A PARKING
VIOLATION AMNESTY PROGRAM**

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

Section 1. It has been determined that there is currently a substantial number of parking violation tickets that are outstanding and delinquent in payment.

Section 2. The City of Troy is hereby implementing a Parking Violation Amnesty Program in order to provide an opportunity for offenders with delinquent parking tickets to resolve outstanding parking tickets.

Section 3. The Parking Violation Amnesty Program will be implemented and conducted in accordance with the program description that is attached hereto and made a part hereof.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, March 23, 2016

Kevin Glasheen, Corporation Counsel

Memo In Support

Given the financial challenges that the City of Troy faces, the City has been exploring additional, potential revenue sources. One potential revenue source identified by the Finance Department is the outstanding balance due on accumulated unpaid parking violation fines and penalties.

In that regard, the Treasurer's Office has maintained data regarding unpaid parking tickets for the period of time from 1/1/2009 up through 2/28/16. The data from the Treasurer's Office indicates that the unpaid initial parking ticket fines for that period total \$562,151. The unpaid additional penalties accrued due to a failure by an offender to pay the parking ticket on time for that period of time total \$551,233. Thus, the total amount outstanding is \$1,113,385. A recovery of at least a portion of that amount would be of significant benefit to the City.

An effective method of collection that has been utilized by other municipalities to collect some portion of delinquent parking ticket payments is the implementation of an amnesty program with respect to delinquent parking tickets. Such a program is designed to incentivize delinquent parking ticket offenders to deal voluntarily with their delinquent tickets by providing them with an opportunity to satisfy the outstanding fines and penalties by paying a reduced amount of the outstanding balance. The City benefits by receiving additional income without the need of extensive enforcement proceedings to collect same and the offender receives a benefit by getting satisfying the outstanding balance with a reduced payment.

The City of Troy intends to implement a Parking Violations Amnesty Program via this Ordinance. Under this program, this City will seek to collect 60% of the outstanding balance of the fines and penalties for each offender who takes advantage of the program in order to have his/her outstanding parking tickets dismissed. The program will run from 5/1/16 – 6/15/16 and will be administered by Fundamental Business Service, Inc. as a contractor for the City. It is anticipated that the implementation of the Parking Violations Amnesty Program will generate significant, additional revenues for the City.

RESOLUTION AUTHORIZING THE RETENTION AND UTILIZATION OF THE SERVICES OF FUNDAMENTAL BUSINESS SERVICE, INC. FOR PARKING VIOLATION COLLECTION AND MANAGEMENT AND TO ADMINISTER A CITY PARKING VIOLATION AMNESTY PROGRAM

WHEREAS, the City of Troy has been exploring more efficient and effective ways in which to enforce the City's parking regulations and to enhance revenue received from the issuance of parking ticket violations; and

WHEREAS, in June of 2015, the City issued a Request for Proposals for the purpose of procuring a new City-wide Parking Ticket Management Software and Hardware System; and

WHEREAS, the City Purchasing Agent received proposals from four potential vendors; and

WHEREAS, the proposals were reviewed by a City Staff inter-disciplinary team; and

WHEREAS, the proposal submitted by Fundamental Business Services, Inc. provided an effective and comprehensive program of parking ticket collection management services with highly effective hardware and software systems; and

WHEREAS, the City Staff inter-disciplinary team selected the vendor, Fundamental Business Services, Inc. of Hempstead, N.Y., as the vendor of choice based upon demonstrations of the Company's hardware and software and proven track record of fine collections; and

WHEREAS, Fundamental Business Service, Inc. will also provide additional services in the administration of a City Parking Ticket Amnesty Program to be commenced by the City to receive payments on overdue parking tickets and will assume all the administrative costs associated with the program; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Troy will retain and utilize the services of Fundamental Business Service, Inc. for Parking Violation collection and management in the City of Troy and to administer a City Parking Violation Amnesty Program as outlined in the supporting material, which will commence within 30 days of the passage of this resolution.

Approved as to form, March 15, 2016

Kevin P. Glasheen, Corporation Counsel

PARKING VIOLATION AMNESTY PROGRAM

Res#24

1. The City of Troy hereby provides a temporary Parking Violation Amnesty Program.
2. The Parking Violation Amnesty P program will apply to parking violation tickets issued on or around January 1, 2009 to March 1, 2016.
3. The Parking Violation Amnesty Program will be administered by Fundamental Business Service, Inc. as a contractor for the City.
4. The amnesty period will commence on May 1st and run through June 15, 2016.
5. During the amnesty period the City will accept a reduced amount of sixty percent (60%) of the amount outstanding which shall include respective multiplications for failure to timely pay such parking tickets.
6. Amnesty for such parking violation tickets will only be available prior to an immobilization device being placed on an offender's vehicle being towed due to unpaid parking tickets.

City of Troy

Proposed Parking Ticket Software

Fundamental Business Service, Inc. (FBS)

Benefits of switching to FBS

- There is an overall cost savings to the City of Troy.
- Their fee structure is built into the amount of money actually collected. There are no out of pocket costs with this new software to the City of Troy. Our current annual cost runs at approximately \$38,000.
- This annual cost is also difficult to budget because we incur costs every time we have a problem with a handheld device. FBS repairs and replaces handhelds for no additional cost, unlike our current system.
- FBS is also a Third Party Collection Agency, and they will provide the collection process to the City of Troy at no additional cost.
- FBS trains our employees on-site, and will provide ongoing training at no additional cost. Currently, if we need training, we are charged a fee.
- This new software will eliminate staff time for generating delinquent letters, updating our files with DMV records, updating DMV with scofflaw payments, updating our current collection agency with paid and unpaid tickets. It will save on paper, envelope and postage costs. All of these items are done by FBS in a more efficient and timely manner due to more updated software than we currently have. All provided at no additional cost to the City of Troy.
- Our current handhelds are being discontinued as of 7/1/16. The City of Troy would need to invest a minimum \$10,000 for new ones with the company we currently use, T2. This upgrade would only keep things status quo with what we currently have, which is extremely inefficient. By switching to FBS we will not only receive more efficient and current technology, but the handhelds will be provided at no cost to the City of Troy.
- The cost of the paper for the handhelds provided by FBS is about the same as the cost we currently pay, and the cost includes envelopes that can be provided with every ticket written. Statistics show an offender to be more likely to pay the ticket in a timely manner when being provided with an envelope at the time the ticket is issued, thus creating more revenue for the City of Troy.
- FBS charges 4.50% on the amounts collected during the first 30 days of the ticket issuance, and 25% on the amounts collected for 31 days and beyond.
- According to our 2015 collections, the City of Troy would collect approximately \$22,000 less in revenue if we collected at the same rate as 2015. However, the City would not be paying approximately \$38,000 for maintenance, supplies, and billing. This nets out to a \$16,000 increase of funds for the City of Troy. This \$16,000 does not take into account the increased focus and expertise FBS will provide to increase the amount of revenue from parking tickets.
- If the City of Troy chooses, FBS will run the City's Parking Ticket Amnesty Program to decrease the number of our delinquent parking tickets, which would increase revenue. FBS would run this program at no additional cost to the City http://www.troyny.gov/Libraries/City_Council_2014/agenda020614.sflb.ashxy of Troy.

Fundamental Business Service, Inc.

14 Front Street, Suite 107 • Hempstead, NY 11550
Toll-free 800-272-1635 • Local 516-486-3120 • Fax 516-486-2561
www.fbsnet.com



Kathleen Kussler, Purchasing Agent
City of Troy, New York
Office of the City Comptroller
Bureau of Contracts and procurement
433 River Street, Suite 5001
Troy, NY 12180

July 22, 2015

Dear Kathleen Kussler,

Fundamental Business Service, Inc. (FBS) is pleased to provide the attached proposal in response to the City's request for proposals (RFP) for parking ticket collection and management. Please consider this letter as part of our proposal.

The RFP with its Addendum describes operational needs and objectives that are common among NYS cities and bureaus that enforce parking regulations. Key aspects of NYS parking enforcement include ticket issuance; DMV registration search; fines and penalties; web payments; third party collections; disputed tickets and due process; NYS Scofflaw program; and lifecycle case management and reporting. Efficient management of the whole requires a comprehensive solution. Moreover, constituency-driven objectives, including convenience, efficiency, transparency, accountability, and increased revenues, can only be achieved with a seamless solution of progressive technology.

Our enclosed proposal describes a comprehensive and seamless solution of progressive technologies that work together to improve your entire enforcement program and achieve your stated objectives. With our solution, enforcement information moves through each phase of operations with minimal but strategic oversight and intervention. The lifecycle begins when ticket data is created by officers using handheld devices and ends with revenue reports, analytics, and FBS expertise on how to tweak processes to reach new goals.

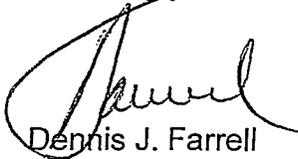
More specifically, at the front end of our solution tickets are issued with best-in-class handheld devices that can be linked to pay stations and digital meters. These handheld devices automatically sync with our core case management application, which provides case processing, tracking, and reporting. Payments received via web, mail, and walk-in may be applied to individual or groups of unpaid tickets, selected by ticket, plate, or person. Late payment penalties are assessed automatically and delinquent notices are mailed according to your schedule and format, through the FBS letter shop. Later,

demand notices continue through third party collection services provided by FBS in accordance with City and NYS requirements. Pleas of not guilty and ticket disputes may be accepted via web, mail, phone, and walk-in, with the option of updated hearing calendars and overall calendar management. Interfaces with NYS DMV provide real-time registration searches and facilitate the New York Scofflaw program. NYS financial standards are met and data is managed securely and in compliance with all applicable privacy and security requirements including PCI. Reports are available at all phases. Back-office functions can be handled by FBS, including data entry of hand-written tickets, public call center, and correspondence and payment receipt and forwarding.

A few parts of our proposed solution may be slightly different than some details in the RFP. However, we provide equal or better alternatives with proven use and effectiveness in other NY jurisdictions. Most importantly, based on our experience we recommend an end-to-end approach over a piecemeal one. A piecemeal approach cannot help you meet your stated objectives or the demands of your constituency. If one of your stated requirements is not met by our solution, we are flexible and aggressively add new features and options to meet customer needs. We would be happy to discuss additional future options with you.

Thank you for this opportunity to present our proposal for the City's consideration. We will be happy to discuss the contents of this proposal and FBS services at your convenience.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dennis J. Farrell", written over a circular scribble.

Dennis J. Farrell

President

Fundamental Business Service, Inc.
Proposal to the City of Troy for
Parking Ticket Collection Management Services
RFP Dated June 29, 2015

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Fundamental Business Service, Inc. Parking Ticket Collection Management Services

1. Introduction

Fundamental Business Service, Inc. (FBS) is pleased to submit this proposal for a comprehensive solution to meet the City of Troy's parking violations management needs. This proposal is designed to maximize cost effectiveness for the City, and provides for flexibility and responsiveness to any changes to the City's parking ticket management program that may be needed in connection with its ongoing efforts to regulate parking within Town-owned parking facilities. The proposed scope of work focuses on providing the City with:

- **An online, Windows-based Case Management Application** that provides secure, user-level access for data entry, lookup and reporting functions;
- **Web-based payments** via credit card, accessible 24 hours a day, 7 days a week;
- **Nationwide DMV Registration Search** to increase compliance for outstanding violations;
- **Handheld parking ticket issuance devices** for use by public safety personnel to issue tickets and automatic sync capability with the FBS Case Management Application.
- **Customized, automated notices** generated by disciplined schedules to meet the City's specifications and mailed by the FBS in-house lettershop service.
- **Third party collection services** operated by FBS and integrated with the FBS Case Management Application

FBS is uniquely qualified to serve the City of Troy's needs for professional services to provide effective and efficient case management, financial management, collection and enforcement procedures for overdue fines, fees and parking violations summonses. By selecting FBS the Town will leverage nearly 30 years of experience and expertise in technology, financial management and case processing disciplines. Value-added consultancy services will identify and implement methods for increasing compliance, maximizing collections of fines due and improving public service.

The proposed services are presented as an equal or better alternative to the service configuration described in the City's RFP.

2. Program Narrative

Parking Ticket Collection Management Services

Firm Profile

FBS serves cities, towns, villages, Parking Violations Bureaus, Traffic Violations Bureaus, Justice Courts and other agencies that enforce parking regulations and ordinances. For over 30 years, jurisdictions that require a comprehensive, cost effective strategy for managing parking violations have chosen FBS to provide a full range of support in the form of innovative technology, dependable staff and responsive service.

Fundamental Business Service specializes in parking violations management solutions, including collections, for municipal agencies. Among the benefits realized by FBS clients are **increased revenue, immediate cost savings, improved compliance, more efficient work flows and access to advanced technologies.**

The FBS parking management approach blends progressive technologies with tailored professional support to provide a comprehensive solution for managing parking violations and ordinance issuances in a cost effective, efficient, and professional manner. The centerpiece of our service is the **FBS Case Management Application**, a secure, user-friendly web-based application for managing parking violations and ordinance issuances. It is a fully integrated tool that provides effective case management, case processing and financial management. User-level security functions enable enterprise-wide access by staff and administrators in Traffic Violations Bureaus, law enforcement, finance and administration. Key components of the FBS parking violations management program are:

- Information Technology
- Handheld ticket issuance devices
- Web-based Case Management Services
- Production and Letter Shop
- Financial Management
- Collection and Recovery Services

In addition FBS provides professional and technical consultancy to municipal corporations:

- Facilitate establishment of Traffic Violations Bureaus and Parking Violations Bureaus
- Business process modeling and re-alignment to increase efficiency
- Review municipal code for the purpose of re-codification
- Performance standards evaluations, including quality assurance and self assessment
- Financial management and reporting
- Professional training seminars for Traffic Violations Bureau Clerks and Traffic Violations Bureau Managers
- Compliance projects (boot, scofflaw, others)

FBS was established in 1983 and incorporated in New York State in the same year. The company has one location, at 14 Front Street, Hempstead, NY, and 12 support staff. Office hours are Monday to Friday, 8 am to 5 pm. The Case Management System and other web-based resources are available 24 hours a day, 7 days a week.

FBS is a third party collection agency and we are a member of the American Collection Association (ACA). FBS principal Dennis Farrell has a 36 year history in the collections industry and has served on the board of the ACA. Our parking violations management model blends collections industry principals and practices with the administrative and judicial functions of parking violations summons management, making it the optimal choice for municipal use.

Industry leader. FBS has unique exposure and experience in New York Traffic Violations Bureaus, and maintains a strong presence on Long Island, including a very strong presence in Suffolk County. Our activities to support Traffic Violations Bureaus include engagements with the NY Magistrates Association. FBS has provided training for Traffic Violations Bureau clerks in a variety of key areas of Traffic Violations Bureau administration and has been invited to contribute to statewide publications for the benefit of local Traffic Violations Bureaus.

Project staffing is described in Section 7.

Ticket Management Software

- *Unlimited licenses for access to online, Windows based FBS Case Management Application*
- *User level access security*
- *Customized to City of Troy and New York State Vehicle and Traffic Laws*
- *Nationwide DMV information and reporting*
- *Unlimited, ongoing training and support*

Case Management Application. FBS has the most user friendly Case Management Application (CMA) in the industry. The CMA is designed specifically for the management of parking summonses and collections of other types of outstanding monies. Data is hosted at the FBS facility and can be accessed remotely by City staff at any time.

Working with the City, FBS will provide a complete parking violations management system for all parking violations issued by City personnel responsible for enforcement of parking codes. Our state of the art, online, Windows-based Case Management Application integrates new technology, financial management disciplines, case processing and reporting processes in order to maximize collections and improve public compliance with parking related ordinances. Benefits of this system are auditability, accountability, improved public service and increased efficiency.

Kickoff. As a provider of parking violations management services for multiple jurisdictions, migrating the City's management of parking violations to FBS the Case Management Application will be supported seamlessly by FBS professionals. FBS will provide full services to manage all summonses issued within the City. The Case Management Application will support entry of any

backlogged summonses as well as all summonses upon issuance. FBS will work with City staff for the purpose of acquiring necessary data as well as modifying the system to accommodate the City's regulatory environment, work processes and data management demands.

Training will be provided on site to staff that will use the Case Management Application for data entry, lookup and reporting functions. FBS does not limit the amount or duration of training. Training will be available to the City during the start-up phase and will be sustained on an ongoing basis at no additional cost to ensure that the City's needs are met.

FBS does not require use of City facilities to provide its services. It is assumed that City staff involved in parking violations management will have computers with internet access that will enable them to access the FBS Case Management Application.

Electronic Access. FBS will provide the City with software and individual sign on access authorizations that assigned City staff will use to access the City's parking violations data residing on the FBS data center. There is no limit to the number of licenses available; no additional cost will be incurred to provide more than the five (5) requested authorizations.

User-level security functions enable enterprise-wide access by staff and administrators in public safety, finance and administration. Available functions include data entry and extensive reporting functions tailored for each user type (for example, public safety users will have different data access than finance users, who will not have access to personal data of violators due to privacy requirements). City employees will have real-time access to the Case Management Application for the purposes of data entry, lookup and reporting.

FBS will maintain the CMA in good working order. Online access will be made available 24 hours per day, seven days per week.

Fees and fines. The FBS Case Management Application will provide for input, tracking, management and disposition of overdue fines and fees payable to the City. The City's noticing schedules will be followed, with customized notices sent as appropriate to the fee owed.

Customized, automated noticing. The CMA is built for status-driven, disciplined processing of parking summonses, including automated schedules for application of penalties at 30, 60, 90 and 120 day intervals, as well as other intervals as needed. The FBS in house letter shop service automatically generates required notices according to the predefined parameters established by the City.

FBS currently serves 40 municipal clients (Villages, Towns, Cities, Justice Courts and Parking Violations Bureaus) and processes monthly issuances of approximately 11,500. In excess of 250,000 notices are produced and mailed annually with built in scalability to increase over time. FBS's in-house lettershop production services provide address normalization; zip+4 lookup and USPS move/change update services to maximize deliverable mail. Our clients benefit from the economies of scale afforded by the total volume of notices processed. Please see the Notice Generation section for additional detail.

Reports. The Case Management Application provides real-time access to reports at any time. Disciplined aging of receivables, point of sale transactioning, cash tracking and financial reporting are among the available functions. FBS will also provide reports as requested and will tailor the online reporting functions to align with the City's business processes.

Case Management Application reports provide up-to-the-minute information for use by parking personnel, administrative, financial and public safety stakeholders, as appropriate. User level access permissions support confidentiality and accountability. Custom reports are developed to meet local needs, and are available with just a few mouse clicks. There is no need for City staff to spend inordinate amounts of time on data entry and reporting.

FBS provides functionality to build hearing calendars within the Case Management Application – this is yet another way we maximize organization and efficiency.

Security and accountability are also built in to the Case Management Application. User level security functions enable enterprise-wide access by staff and administrators in Traffic Violations Bureaus, law enforcement, finance and administration for data entry, lookup and reporting. Any status update or change is recorded back to the user. Records cannot be deleted or duplicated.

Enterprise-wide, customized reporting capabilities are built into the system and provide real time information for use by administrative and law enforcement stakeholders as appropriate.

Customer Service. FBS provides a comprehensive Technical Support Component setting the standard for client satisfaction. Trained technical support staff is available to provide Help Desk services, problem diagnostics, trouble shooting and problem resolution protocols encompassing hardware and software. On demand, our technical support team provides 24:7 coverage, addressing and tracking individual issues from initial report through resolution. Key elements of our Technical Support Services are:

- ✓ Help Desk and Hardware Services
 - Help Desk support
 - Desktop/User support
 - Hardware support
 - Hardware maintenance

- ✓ Network Infrastructure Services
 - Network/Server Administration
 - Internetworking – WAN, LAN Technologies
 - File, Data & Database Recovery
 - System migration
 - System architecture

The FBS Technical Support model presents and provides highly technical information and issues to non-technical users achieving and sustaining excellent user relationships and ensuring efficient and productive environments. A three tier support model is utilized, consisting of the following:

Level 1: Monitor the System (Servers, Network, and Peripheral devices)

- Perform incremental and full backups
- Provide Tape Librarian functions
- Assist in the physical layout of servers
- Issue trouble tickets and monitor Data Center
- First level problem determination and resolution

Level 2: Process design, implementation

- Support software installation and configuration
- Perform system maintenance
- Perform storage management functions
- 24:7 on-call supports
- Perform disaster recovery drills
- Establish end-of-life plans for equipment
- Monitor system and network performance
- Problem determination and resolution
- Problem escalation determination

Level 3: Physical location of servers, network connections

- Preventive maintenance
- Partitioning Disks and disk storage issues
- Database Administration
- System Security
- Disaster Recovery
- Install all required support packages

City of Troy end users will access phone support through the FBS call center. Trained call center operators will provide targeted assistance for identified issues. In the event an inquiry cannot be resolved with help desk services over the phone a representative will provide same-day on site assistance to ensure continuity of service. Hardware and software issues are resolved promptly. Training needs for the City such as new staff or need for additional training support will be provided promptly and scheduled in accordance with the City's needs.

Performance standards. Fundamental Business Service, Inc. is committed to providing 100% uptime for its systems. Exemplary customer service practices and disciplined automating processing schedules are employed to ensure efficiency and high quality of all work products and processes. System uptime is at 99.99%.

Disaster Recovery Plan. FBS' disaster recovery plan provides for effective response to man made and natural disasters. The following advance planning and preventative measures will mitigate risks associated with a disaster, minimizing downtime during recovery and ensuring a seamless provision of service:

- All physical data tapes are stored offsite
- A live copy of critical City data is executed daily
- Clustered Database and Application servers provide immediate failover measure
- Remote datacenter available to restore and host computing environment

In event of a disaster affecting the FBS main processing facility, offsite facilities mirroring the FBS data center will be used to provide continuity. Output of data will be generated and provided to a third party lettershop with the capacity to handle the volume of output.

An additional, redundant layer of security is currently being implemented which will provide cloud computing backup capability. This capability will augment current practices for disc and offsite tape backup.

Public Telephone Access; Public Service and Integrity

FBS understands that public safety and parking violations bureaus are part of the state's justice system and as such are held to high expectations for professionalism, efficiency and quality. FBS provides an 800 Toll-Free telephone number for violators. All calls are handled by FBS' trained professional personnel who specialize in fielding inquiries regarding parking violations summonses. Frequently asked questions such as hours of parking violation bureaus, penalties, and methods for paying fines are fielded, which reduces the call volume burden for the municipality and assures professional service on the City's behalf.

In addition, FBS receives and handles correspondence from violators. We respond by changing status on tickets as appropriate and/or forwarding the correspondence to the municipality for determination.

Process analysis and redesign services are integrated to our service to identify and address any opportunities for improving service to the public as well as compliance and collection rates.

Handheld Ticket Writers

- *Single-piece, handheld ticket writers with built-in printers*
- *Under two pounds in weight, weather resistant*
- *Synchronization with online Case Management Application*
- *Unlimited on-site training*
- *Hardware provided; includes ticket stock for one year*
- *One year repair and maintenance*

Handheld ticket equipment will be provided for use by City public safety personnel that are responsible for parking violations issuances. The equipment will provide for automated issuance of parking summonses and upload of summons data to the Case Management Application.

FBS issues the Motorola handheld computer, specifically designed to assist in the management of citation issuance and meter management operations. The unit is a lightweight, ruggedized, one-piece handheld system with software configured for the City's operational needs.

FBS provides document imaging integration with the handheld ticket writer. This feature provides a PDF image of the actual ticket left on the windshield, with the issuing officer's electronic signature. The document is court admissible and readily accessible by assigned staff. Should a violator request a copy of a ticket, or if, public safety staff is required to produce a true copy this task can be completed in seconds. The copies are clear and legible, without the difficulties presented with error prone and difficult to read hand-issued citations.

The following outlines the four (4) step process and protocols established for the electronically issued parking tickets:

Issuance and Synchronization

Parking tickets are issued utilizing the handheld device

- Daily synchronization and diagnostic maintenance check
- Audit and assignment of pre-established ticket number sequencing

- Daily download/transfer of data to "Base Station Database"
- Data warehousing of all tickets issued including Text, Audio and image file
- Independent reporting of current and historical ticket records data

Transfer of Data

- Daily upload of ticket issuance data to the database (FBS processing center)
- Daily FTP of text and image data files
- Inventory and audit of ticket records transferred and received
- Reporting of daily record counts to City

Integration into Parking Ticket Database

- Data conversion to City record specification
- Audit and edit of ticket data records
- Intervention and action on exception reporting as needed
- Load sanitized and converted ticket data records to database
- Print of daily ticket record adds to City file

Integration into Document Imaging Database

- Data and image files are added to database
- Independent reporting of ticket records
- Includes JPEG image of Ticket document

Important to note: Data records are stored in four distinct and independent file systems: Code Enforcement Database, FBS Historical Data Warehouse, Traffic Violations Bureau Case Management Database and the Document Imaging Database.

Nationwide DMV

- *Nationwide electronic DMV interface for registered owner information*

The FBS parking violations management model blends collections industry principals and practices with the administrative and judicial functions of parking violations summons management, making it the optimal choice for municipal use.

FBS has signed and is in good standing with the New York State Department of Motor Vehicles Parking Regulation Electronic Enforcement and Disposition System (PREED) data sharing MOU and complies with all PREED requirements including privacy requirements. Maintenance of this agreement is necessary to electronically share data with the DMV. FBS is linked electronically to the PREED system and will obtain the necessary registration information through this existing business relationship which has been ongoing since the company's inception in 1983.

FBS maintains relationships with third party skip tracing companies. FBS uses the information provided by these companies to assist with collections activities relating to out of state registrants.

New York Scofflaw Program

- *Interface with NYS Department of Motor Vehicles: For all New York State Violators who have three (3) or more unpaid parking tickets within an 18-month period, FBS will notify the NYS DMV not to renew the vehicle owner's registration until these tickets are paid to the City of Troy.*

FBS interfaces with the NYS Department of Motor Vehicles (DMV) for coordination of scofflaw and registration suspension programs. FBS will register with the State of NY Department of Motor Vehicles all violators who qualify as scofflaws. For violators who have three (3) or more unpaid parking tickets within an 18-month period, FBS will notify the NYS DMV not to renew the vehicle owner's registration until these tickets are paid.

FBS will carry out this program in accordance with State regulations and provide the Traffic Violations Bureau with the necessary reports and notices. FBS also interfaces with the NYS DMV and generation of "hot plate lists" for integration with license plate reader technology. Hot plate lists can be generated on an as needed basis to aid in enforcement efforts (e.g. boot program).

Notice Generation

- *Demand notices generated and mailed from the FBS letter shop in accordance with City and NYS requirements and specifications, as well as justice system best practices.*

While all summonses will be managed with the Case Management Application from the time of issuance, FBS will initiate noticing and collection services with reference only to parking summonses that have passed the response date specified by the City.

Our review of the City's current practices for applying fines and penalties suggests that minimal revisions to the City's processes may benefit its revenue collection and improve service to the public. Any professional support that may be needed to effect code or regulatory changes associated with application of fines and penalties and revision of the summons document, are provided by FBS at as a value added service. No fee is assessed for this support. A sample schedule of noticing to be considered would be to generate the first notice for summonses that remain unanswered or not responded to for more than thirty (30) days after the issue date. Up to four (4) notices could be mailed per unpaid ticket before the summons converts to a third-party collection schedule. The FBS Case Management Application can be programmed to follow a schedule of notices at 30, 60, 90 and 120 days, or other schedule as may be specified by the City. All third party collection services, including mailings and financial processing would be operated by FBS. In our experience, the 30 day return timeframe has been demonstrated to improve violator compliance and reduce time to disposition.

FBS will work with staff and administrators as appropriate to ensure that each notice meets the City's standards, is aligned with New York State regulatory requirements, reflects well on the City and is designed in a manner that encourages compliance on the part of violators.

DMV interface. Prior to the mailing of any notices, FBS will perform the following required tasks:

a. FBS will obtain from the New York State Department of Motor Vehicles the most current registration information pertaining to all summonses issued to New York State registered vehicles. FBS has signed and is in good standing with the New York State Department of Motor Vehicles Parking Regulation Electronic Enforcement and Disposition System (PREED) data sharing MOU and complies with all PREED requirements including privacy requirements. FBS is linked electronically to the PREED system and will obtain the necessary registration information through this existing business relationship.

b. FBS will obtain the most current registration information pertaining to out of state violators. FBS maintains relationships with third party skip tracing companies to assist in obtaining this information. FBS will enter said information to its Case Management System and mail notices to the registrants in accordance with the schedule required by the City.

First Notice. FBS will design and print, with approval of the City, a Collection Notice to be mailed to violators with unpaid parking summonses. FBS has deep experience in this regard. Notices will be designed to maximize compliance by providing violators clear instructions regarding how to comply and information on the consequences of non-compliance.

FBS will commence the mailing of notices to violators in accordance with the City's noticing schedule. Following the suggested schedule described above, the first notice could be sent at 30 days from the date of ticket issuance for tickets that have not received any response. Should the City specify an alternate schedule, this will be programmed into the CMA noticing schedule.

Mailings will be generated by the FBS in-house lettershop. The notices will direct payment by certified check or money order payable to the "City of Troy" and will include the summons number, license plate, issue date, description of violation, location where summons was given when applicable, original fine, current penalty and total amount due. The notices will direct that inquiries are to be made to FBS either in writing or by telephone. FBS will handle all inquiries on an expedited basis and provide violators with sufficient information to enable payment of summons or scheduling of hearing. FBS will make available the option for violators to make payments online or by phone.

Subsequent Notices. FBS will direct a second notice to all violators who fail to respond to the first notice. This notice will be sent on a schedule agreed to by the City, such as 30 days after the first notice. The notice will include information to inform violators of additional penalties as prescribed by law. A third notice will also be sent 30 days after the second (or alternate schedule if preferred by the City). A fourth notice will be sent 30 days after the third (or alternate schedule as specified by the City).

Judgments. At the City's option, FBS will file a judgment on behalf of the City for those tickets that remain unanswered after 120 days.

Web-Based Payments

- *Secure, online solution for credit card payments*
- *PCI compliant*
- *Interface with City specified banking institutions*

FBS will provide web and phone based payment services, consisting of an interactive, secure, real-time internet site as well as a telephone system to allow violators to review, plead guilty and pay their open tickets on line or over the phone. Any convenience fees for violators' use of these systems will be paid by the violator.

FBS will host a secure, web-based payment site to prioritize the payment options violators can access. Payments are securely accepted in real time, 24 hours a day, and 7 days a week. The FBS Data Center is updated in real time to reflect payments made. Features of this service are as follows:

- Credit card receivables reporting on demand
- Highest level of data encryption
- FBS manages funds settlement, deposit balancing, reversals, reporting, retrieval requests, chargeback's, and fraudulent transactions
- PCI level 1 compliant
- NACHA compliant
- Interactive Voice Response payments accessible to violators
- 24/7, multiple languages
- Visa MasterCard, AMEX, E Check
- IVR real time account/balance sharing
- CVV2 authorization

Provision will be made to support interface for merchant services with the City's selected banking institution(s).

Assurances

Records ownership. At the conclusion of FBS' engagement with the City all available data relating to this program will be provided in an electronic, non-proprietary format to the City. FBS meets all NYS data storage and archival requirements.

Software updates. Free updates to the Case Management Application will be performed throughout the term of the agreement.

Handheld device warranty. If a handheld unit breaks or becomes inoperable for any reason during the term of the agreement with the City, the unit will be replaced/repared within 24 hours at FBS expense, or at a minimum, a replacement will be supplied within 24 hours or sooner. A warranty covering loss or breakage will be provided.

Data security. FBS subscribes to best practices in data security and meets City requirements in this regard.

3. Requirements

Please refer to Section 2 for a description of the proposed services, which are presented as an equal or better alternative to the requirements listed in the RFP Sections A-F.

- A. System Design, Security, Uptime: FBS proposed services meet or exceed the requirements specified in items 1-15 as listed in the RFP.
- B. Permits: Printing of permits is not supported at this time. Process efficiencies that will result from FBS support of the City's Parking Violations Management practices will allow for the City to effectively manage permit issuance.
- C. Online Permit Sales: Online permit sales is not supported at this time. Process efficiencies that will result from FBS support of the City's Parking Violations Management practices will allow for the City to effectively manage permit issuance.
- D. Handheld Devices: FBS issues the Motorola handheld computer, which is specifically designed to assist in the management of citation issuance and meter management operations. The unit is a lightweight, ruggedized, one-piece handheld system with software configured for the City's operational needs. The device is described in Section 2 and is offered as an equal or better alternative to the Android devices described in the City's RFP.
- E. Collections, Billing and Reporting: FBS proposed services meet or exceed the requirements specified in items 1-3 as listed in the RFP. These services are described in Section 2.
- F. Reporting: FBS proposed services meet or exceed the requirement for a customizable reporting environment, as described in Section 2.
- G. Exporting of Data: FBS proposed services meet or exceed requirements 1-4, as described in Section 2.

4. Fee Structure

FBS proposes a contingency fee which is performance based and contingent upon revenues collected.

Interval/Age from Issuance	Fee Contingent	Cost
0-30 Days	4.5%	Based on Monies Collected
31 Days from issuance	25%	Based on Monies Collected

FBS will service all summonses issued and follow up outstanding fees and fines due within the Case Management Application from the date of issuance through to satisfaction.

If the City elects to offer an Amnesty Program, FBS will at no additional cost provide full Amnesty Program support services.

The compensation schedule is structured to mitigate up-front cost exposure and equipment capital costs to the City. This is an all inclusive cost. FBS charges no additional fees above the contingency fee. All mailing, data entry, training, handheld ticket writer project management, application support, consultancy and technical assistance services are provided at no additional cost.

Invoicing is performed monthly in arrears in accordance with City policy.

Value Added Services

FBS Consultancy. As noted above all mailing, data entry, training, handheld ticket writer project management, application support, consultancy and technical assistance services are provided at no additional cost. Consultancy services are a significant aspect of the FBS service model and begin at the initiation of the client relationship. FBS will work with City representatives to analyze the work flow process, starting with an analysis of summonses and notices currently in use. Nationally accepted court performance measurement tools are used to evaluate current practices and identify opportunities for change. FBS provides the models and support needed to implement changes (e.g. summons document, code, notices, work flow processes) to increase efficiency, maximize collections, improve public compliance to code and improve service to the public.

5. Sample Reports

The FBS CaseTrax Case Management Application is integrally linked to companion reporting applications. The reporting site is interactively and dynamically linked to the parking ticket database and provides the following reports:

- Issuance activity and violations profile
- Fine collection report
- Compliance and portfolio performance analysis
- Payment transaction reporting
- Officer issuance activity report
- Advanced, ad-hoc report generator
- New York State Department of Motor Vehicles search and audit reports
- Hot plate tracking report

Customized reports are available upon request.

6. Sample Contract

Please see Appendix for sample contract.

7. Company Overview

Organizational Background

History

Established in 1983 on Long Island, Fundamental Business Service, Inc. (FBS) serves cities, towns, villages, parking violations bureaus, justice courts and other agencies that enforce parking regulations and ordinances. For over 30 years, FBS' primary mission has been to provide local jurisdictions that require a comprehensive, cost effective strategy for managing parking violations a full range of support in the form of innovative technology, dependable staff and responsive service.

FBS' strong New York roots are evident in its extensive and longstanding relationships throughout the state as demonstrated in the references provided with this application.

The success of the FBS parking management approach lies in its blending of progressive technologies with tailored professional support to provide a comprehensive solution for managing parking violations and ordinance issuances in a cost effective, efficient, and professional manner. The centerpiece of our service is the **FBS Case Management Application**, a secure, user friendly web based application for managing parking violations and ordinance issuances. It is a fully integrated tool that provides effective case management, case processing and financial management. User-level security functions enable enterprise-wide access by staff and administrators in courts, law enforcement, finance and administration.

FBS played an historic role in development of the Parking Violations Bureaus in Western Long Island Towns, providing thought leadership and operational constructs to support the landmark process of transitioning jurisdictions from the District Courts to local Town control.

This progressive step marked the beginning of stronger enforcement, improved public compliance and enhanced public services through access, fairness and due process.

Organizational Structure and Support

Dennis J. Farrell is the President and founder of Fundamental Business Service, Inc. (FBS). Prior to FBS, Mr. Farrell held a 15 year position with a small family owned healthcare receivables management firm. Under Mr. Farrell's guidance the business would begin a service to manage computer infrastructure needs for small to medium sized businesses local to Long Island. Mr. Farrell began working with Parking Violations Bureaus and other municipal agencies managing parking violations in 1986. Mr. Farrell has served on the Boards of the American Collectors Association and Long Island Business Association. Mr. Farrell is responsible for providing overall leadership in all aspects of daily and future business for FBS.

John S. Farrell joined Fundamental Business Service, Inc. full time in 2004 as an operational and customer relations manager. Prior to FBS John worked in the securities industry. Mr. Farrell

held part time positions with FBS through his youth as the son of Dennis, the company's founder. Mr. Farrell took over as Vice President in 2008 and is responsible for overseeing client relations and support, business development, operational support and IT infrastructure and support. Mr. Farrell holds certificates and has completed training with the National Center for State Courts ICM Program, Microsoft training; MCTIP, MCPD, MCDBA and Business Process Management. Mr. Farrell holds a B.S. in Business Administration and Economics from Molloy College.

Amarilis Ledesma joined FBS in June 2005. Mrs. Ledesma is an operational manager, whose responsibilities include management of support staff, implementing servicing protocols according to client policy needs and maintaining work schedules for all client processing needs. Prior to FBS Ms. Ledesma held a position at Fed Ex Global as an International Information Coordinator. Mrs. Ledesma holds a B.A. from Adelphi University and a Certificate of Paralegal Studies from Nassau Community College.

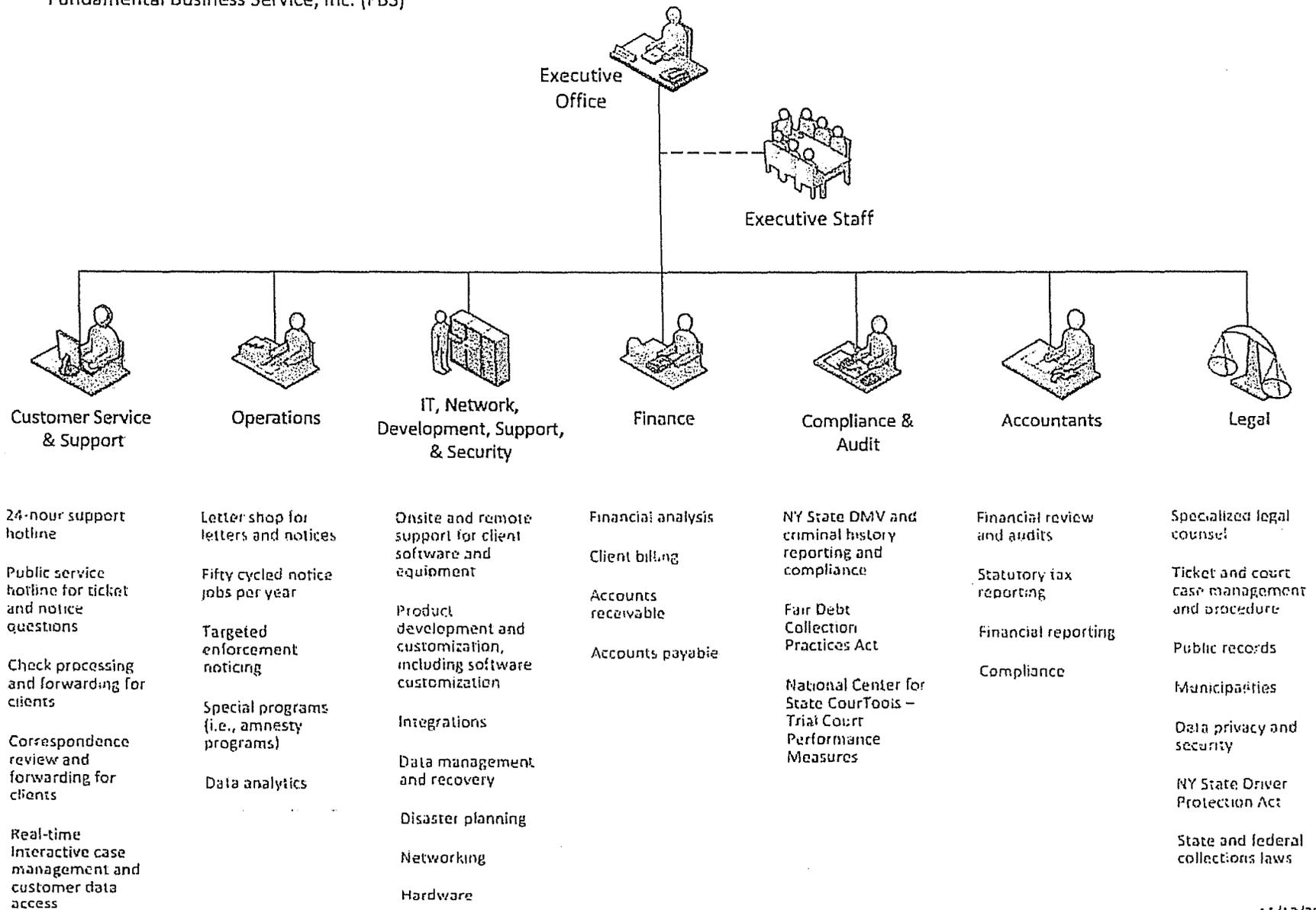
William McKinnon joined FBS in 1995 as lead systems developer. Mr. McKinnon oversees maintenance, support, and enhancement of application programs. He also maintains the systems and network support functions within FBS' systems, most critically ensuring operating environment reliability and availability 24/7 for customers. Prior to joining FBS Mr. McKinnon held a position with Computer Associates as a systems software developer.

Steven Heinz is an Information technology professional with experience in all phases of the software development lifecycle from analysis and design through development, testing and implementation. A skilled project manager and team leader, his technical experience encompasses: Visual Basic .Net 1.1 – 4.5; VB 3-; ASP 3.0, ASP.Net; PL/WQL; Oracle 7.1-11g; Ajax; JavaScript; SQL Server; DB2; SharePoint; XML, jQuery, HTML, CSS, Cobol, Assembler, JCL, IMS, CICS, C#, among others.

Susan Jennen Larsen, JD, CIPP is a technology attorney with a computer science degree, and her legal services for FBS emphasize court case management, criminal justice information systems, records and information management (RIM), data privacy and security, intellectual property, government data and information systems, data integrations, access management, risk mitigation, software development requirements, compliance, and IT agreements.

Table of Organization

Fundamental Business Service, Inc. (FBS)



11/12/2013

Business Niche

Fundamental Business Service specializes in parking violations management solutions, including collections, for municipal agencies. Among the benefits realized by FBS clients are **increased revenue, immediate cost savings, improved compliance, more efficient work flows and access to advanced technologies.**

The FBS parking management approach blends progressive technologies with tailored professional support to provide a comprehensive solution for managing parking violations and ordinance issuances in a cost effective, efficient, and professional manner. The centerpiece of our service is the **FBS Case Management Application**, a secure, user-friendly web-based application for managing parking violations and ordinance issuances. It is a fully integrated tool that provides effective case management, case processing and financial management. User-level security functions enable enterprise-wide access by staff and administrators in Traffic Violations Bureaus, law enforcement, finance and administration. Key components of the FBS parking violations management program are:

- Information Technology
- Handheld ticket issuance devices
- Web-based Case Management Services
- Production and Letter Shop
- Financial Management
- Collection and Recovery Services

In addition FBS provides professional and technical consultancy to municipal corporations:

- Facilitate establishment of Traffic Violations Bureaus and Parking Violations Bureaus
- Business process modeling and re-alignment to increase efficiency
- Review municipal code for the purpose of re-codification
- Performance standards evaluations, including quality assurance and self assessment
- Financial management and reporting
- Professional training seminars for Traffic Violations Bureau Clerks and Traffic Violations Bureau Managers
- Compliance projects
- Training and guidance for justice court, parking violations bureau and municipal staff

FBS is a third party collection agency and we are a member of the American Collection Association (ACA). FBS principal Dennis Farrell has a 39 year history in the collections industry and has served on the board of the ACA. Our parking violations management model blends collections industry principals and practices with the administrative and judicial functions of parking violations summons management, making it the optimal choice for municipal use.

Industry leader. FBS has unique exposure and experience in New York Traffic Violations Bureaus, and maintains a strong presence on Long Island, including a very strong presence in Suffolk County. Our activities to support Traffic Violations Bureaus include engagements with the NY Magistrates Association. FBS has provided training for Traffic Violations Bureau clerks in a variety of key areas of Traffic Violations Bureau administration and has been invited to contribute to statewide publications for the benefit of local Traffic Violations Bureaus.

FBS interfaces with the **NYS Department of Motor Vehicles** for coordination of scofflaw and registration suspension programs and generation of “hot plate lists” for integration with license plate reader technology. FBS is compliant with, and approved under the Parking Regulation Electronic Enforcement and Disposition System (PREED) Memorandum of Understanding with the DMV, which is necessary to electronically share data with the DMV.

FBS is familiar with the judgment process and understands the procedures required by **New York courts** for filing of judgments.

FBS President Dennis Farrell has served on the Boards of the American Collectors Association and **Long Island Business Association**. He is an active participant in the **NYS Conference of Mayors** and **New York State Association of Magistrates Court Clerks**. Services to the justice court community include court clerk capacity building workshops; application assistance for the NYS Justice Court Assistance Program grant program; and informational resources for justice court and other municipal stakeholders.

Memberships and Affiliations:

- New York State Association of Towns
- ACA International
- National Center for State Courts
- New York State Collectors Association
- New York State Conference of Mayors
- New York State Magistrates Association
- New York State Association of Magistrates Court Clerks
- Nassau Suffolk Court Clerks Association
- Nassau Suffolk Village Clerks Association
- Long Island Association of Commerce and Industry

References

Work performed for each selected municipality listed below consists of comprehensive parking violations management services inclusive of the FBS Case Management Application, financial reporting, full service data processing, electronic file management and file storage, lettershop services, mailing of notices, special collection programs (i.e. amnesty, targeted enforcement, default judgment noticing) and consultancy services.

Town of Islip Parking Violations Bureau

Mr. John Carney, Public Safety Commissioner

Summonses Processed: 45,000

Dollar Value of Revenues: \$3,900,000

Town of East Hampton Justice Court

Hon. Lisa Rana, Town Justice

Summonses Processed: 43,000

Dollar Value of Revenues: \$3,300,000

Village of Valley Stream Justice Court

Robert J. Bogle, Village Justice
123 So. Central Ave.
Valley Stream, NY 11582
Phone: 516-571-2070
Date Started: 1986
Summons Processed: 117,133 (three year cumulative)
Dollar Value of Revenues: \$4,048,313

Village of Freeport Justice Court

Evette Sanchez, Court Clerk
40 No. Ocean Ave
Freeport, NY 11520
Phone: 516-377-2197
Summons Processed: 105,529 (three year cumulative)
Dollar Value of Revenues: \$4,803,336

Village of Floral Park

Mr. Donald Phillips, Village Court Clerk
1 Floral Boulevard, PO Box 27
Floral Park, NY 11002
Summons Processed: 39,000
Dollar Value of Revenues: \$540,000

Additional References

Selected Additional Parking Violations Bureaus

Town of Brookhaven Parking Violations Bureau
Town of Smithtown Parking Violations Bureau
City of Cohoes Parking Violations Bureau

Selected Additional Town and Village Justice Courts

Town of Riverhead Justice Court
Town of Shelter Island Justice Court
Town of Southeast Justice Court
Town of Southold Justice Court
Town of Sweden Justice Court
Village of Amityville Justice Court
Village of Great Neck Justice Court
Village of Islandia Justice Court
Village of Lindenhurst Justice Court
Village of Lynbrook Justice Court
Village of Manorhaven Justice Court
Village of Mastic Beach Justice Court
Village of Old Westbury Justice Court
Village of Patchogue Justice Court

Village of Plandome Justice Court
Village of Port Jefferson Justice Court
Village of Sea Cliff Justice Court
Village of Southampton Justice Court
Village of Stewart Manor Justice Court
Village of Westhampton Beach Justice Court
Village of Westhampton Dunes Justice Court

Appendix

Sample Contract

AGREEMENT

AGREEMENT dated _____, 2014 between City of SAMPLE, a municipal corporation with offices at XXX Any Ave., SAMPLE, New York, XXXX, (Hereafter referred to as City) and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, New York, 11550, (Hereafter referred to as FBS).

WHEREAS, FBS, has been selected to perform these services, now therefore **IT IS MUTUALLY AGREED:** BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this agreement will commence on the date above written and will continue for a period of Three (3) years with an option to renew, at the option of FBS, for an additional three year period upon thirty (30) days written notice unless terminated sooner pursuant to the provisions of paragraph 21 herein.
2. FBS shall transcribe all records of parking summonses and all information contained therein from the original appearance tickets/summonses located at City of SAMPLE and issued for violation of parking ordinances. Said summonses shall be delivered to FBS by the City at the sole cost and expense of the City.
3. The City agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.
4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the City, including license plate numbers, as found on the aforesaid tickets/summonses.
5. FBS shall engage in skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.
6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form, which has been approved by the City prior to transmission.
7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the City of SAMPLE and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.
8. FBS shall maintain monthly account files, which reflect the amount of fines remitted as a result of the efforts of FBS and shall provide copies of such reports to the City on a monthly basis.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

9. FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the City at thirty (30) day intervals, unless payment is sooner made.
10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid three (3) notices may result in the entry of a civil judgment.
11. FBS, on behalf of and at the direction of the City of SAMPLE, shall prepare civil default judgments for docketing by the appropriate City officials in certain instances where violators fail to respond to the aforesaid three (3) notices, as directed by the City.
12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine.
13. FBS, on behalf of and at the direction of the City of SAMPLE, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations.
14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the City.
15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.
16. All fines remitted in response to the efforts of FBS shall be remitted directly to the City. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the City.
17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the City.
18. FBS agrees to hold the City harmless and indemnify against any liability imposed upon the City as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The City of SAMPLE agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by the City to FBS and actions taken by FBS in reliance thereon.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

19. It is understood that FBS' relationship to the City is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the City. The City's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

20. FBS shall be compensated on a contingent basis and shall be entitled to:

XX

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the City, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary City billing procedures.

21. Either party may terminate this agreement by giving written notice by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to City all accounts and related records. The City will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

22. FBS agrees to supply the software and equipment contained in Exhibit "A" annexed hereto. FBS may substitute equipment which, in its judgment, is equal or comparable to said equipment. The initial cost of said equipment shall be borne solely by FBS. The cost of all warranties, maintenance, repairs and updates shall be borne by the City.

23. All equipment and intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All data held by FBS shall be turned over to the City upon demand at the expiration of this contract.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

DATED: **FUNDAMENTAL BUSINESS SERVICE, INC.**

BY _____

DATED: **CITY OF SAMPLE**

BY _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
FUNDAMENTAL BUSINESS SERVICE, INC.**

WHEREAS, the Finance Department of the City of Troy has been exploring more efficient and effective ways in which to enforce the City's parking regulations; and

WHEREAS, in June of 2015, the City issued a Request for Proposals for the purpose of procuring a new City-wide Parking Ticket Management Software and Hardware System; and

WHEREAS, the City Purchasing Agent received proposals from potential vendors;
and

WHEREAS, the proposals were reviewed by an City staff inter-disciplinary team; and

WHEREAS, the City Staff inter-disciplinary team selected the vendor, Fundamental Business Service, Inc. of Hempstead, N.Y., as the vendor of choice based upon demonstrations of the Company's hardware and software and proven track record of fine collections; and

WHEREAS, Fundamental Business Service, Inc. will also provide additional services in the administration of the City's Parking Violation Amnesty Program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is authorized to take all actions necessary to finalize and execute the agreement with Fundamental Business Service, Inc. substantially in accordance with the draft agreement attached to this resolution.

Approved as to form, March 15, 2016

Kevin P. Glisten, Corporation Counsel

Support Res # 23

City of Troy

Proposed Parking Ticket Software

Fundamental Business Service, Inc. (FBS)

Benefits of switching to FBS

- There is an overall cost savings to the City of Troy.
- Their fee structure is built into the amount of money actually collected. There are no out of pocket costs with this new software to the City of Troy. Our current annual cost runs at approximately \$38,000.
- This annual cost is also difficult to budget because we incur costs every time we have a problem with a handheld device. FBS repairs and replaces handhelds for no additional cost, unlike our current system.
- FBS is also a Third Party Collection Agency, and they will provide the collection process to the City of Troy at no additional cost.
- FBS trains our employees on-site, and will provide ongoing training at no additional cost. Currently, if we need training, we are charged a fee.
- This new software will eliminate staff time for generating delinquent letters, updating our files with DMV records, updating DMV with scofflaw payments, updating our current collection agency with paid and unpaid tickets. It will save on paper, envelope and postage costs. All of these items are done by FBS in a more efficient and timely manner due to more updated software than we currently have. All provided at no additional cost to the City of Troy.
- Our current handhelds are being discontinued as of 7/1/16. The City of Troy would need to invest a minimum \$10,000 for new ones with the company we currently use, T2. This upgrade would only keep things status quo with what we currently have, which is extremely inefficient. By switching to FBS we will not only receive more efficient and current technology, but the handhelds will be provided at no cost to the City of Troy.
- The cost of the paper for the handhelds provided by FBS is about the same as the cost we currently pay, and the cost includes envelopes that can be provided with every ticket written. Statistics show an offender to be more likely to pay the ticket in a timely manner when being provided with an envelope at the time the ticket is issued, thus creating more revenue for the City of Troy.
- FBS charges 4.50% on the amounts collected during the first 30 days of the ticket issuance, and 25% on the amounts collected for 31 days and beyond.
- According to our 2015 collections, the City of Troy would collect approximately \$22,000 less in revenue if we collected at the same rate as 2015. However, the City would not be paying approximately \$38,000 for maintenance, supplies; and billing. This nets out to a \$16,000 increase of funds for the City of Troy. This \$16,000 does not take into account the increased focus and expertise FBS will provide to increase the amount of revenue from parking tickets.
- If the City of Troy chooses, FBS will run the City's Parking Ticket Amnesty Program to decrease the number of our delinquent parking tickets, which would increase revenue. FBS would run this program at no additional cost to the City http://www.troyny.gov/Libraries/City_Council_2014/agenda020614.sflb.ashxy of Troy.

AGREEMENT

AGREEMENT dated _____, 2016 between the City of Troy, New York, a municipal corporation with offices at 433 River Street, Suite 5001, Troy, NY 12180 (Hereafter referred to as City) and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, New York, 11550, (Hereafter referred to as FBS).

WHEREAS, FBS, has been selected to perform these services, now therefore
IT IS MUTUALLY AGREED: BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this agreement will commence on the date above written and will continue for a period of Three (3) years with an option to renew, at the mutual agreement of the City of Troy and FBS, for an additional three year period upon thirty (30) days written notice unless terminated sooner pursuant to the provisions of paragraph 21 herein.
2. FBS shall transcribe all records of parking summonses and all information contained therein from the original appearance tickets/summonses located in the City of Troy and issued for violation of parking ordinances. Said summonses shall be delivered to FBS by the City at the sole cost and expense of the City.
3. The City agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.
4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the City, including license plate numbers, as found on the aforesaid tickets/summonses.
5. FBS shall engage in skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.
6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form, which has been approved by the City prior to transmission.
7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the City of Troy and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.
8. FBS shall maintain monthly account files, which reflect the amount of fines remitted as a result of the efforts of FBS and shall provide copies of such reports to the City on a monthly basis.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

9. FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the City at thirty (30) day intervals, unless payment is sooner made.
10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid three (3) notices may result in the entry of a civil judgment.
11. FBS, on behalf of and at the direction of the City of Troy, shall prepare civil default judgments for docketing by the appropriate City officials in certain instances where violators fail to respond to the aforesaid three (3) notices, as directed by the City.
12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine.
13. FBS, on behalf of and at the direction of the City of Troy, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations.
14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the City.
15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.
16. All fines remitted in response to the efforts of FBS shall be remitted directly to the City. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the City.
17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the City.
18. FBS agrees to hold the City harmless and indemnify against any liability imposed upon the City as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The City of Troy agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by the City to FBS and actions taken by FBS in reliance thereon.

19. It is understood that FBS' relationship to the City is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the City. The City's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

20. FBS shall be compensated on a contingent basis and shall be entitled to:

- 4.5 % Fee Based on Monies Collected from 0-30 days from Issuance**
- 25% Fee Based on Monies Collected from 31 days from Issuance**

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the City, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary City billing procedures.

21. Either party may terminate this agreement by giving written notice by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to City all accounts and related records. The City will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

22. FBS agrees to supply the software and equipment contained in Exhibit "A" annexed hereto. FBS may substitute equipment which, in its judgment, is equal or comparable to said equipment. The initial cost of said equipment shall be borne solely by FBS. The cost of all warranties, maintenance, repairs and updates shall be borne by the City.

23. All equipment and intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All data held by FBS shall be turned over to the City upon demand at the expiration of this contract.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Approved as to form:

By: _____
Kevin Glasheen
Corporation Counsel

City of Troy, New York

By: _____
Wm. Patrick Madden
Mayor

Fundamental Business Service, Inc.

By: _____

Printed Name: _____

Title: _____



Inter-Office Memorandum

To: Joseph A. Mazzariello, Comptroller

From: Kathleen Kussler, Purchasing Agent
Susan Davis, Programmer Analyst
Warren Mueller, Computer Network Manager
Vickie Rosen, Sr. DEMO
Selena Skiba, Chief Account Clerk
Marnie Rounds, Sr. Cashier

Date: November 12, 2015

Re: Parking Ticket Hardware and Software Management System

In June 2015, the City of Troy issued a Request for Proposal for the purpose of procuring a new City-wide Parking Ticket Management Software and Hardware System. On July 24, 2015 the City received 4 proposals. A committee was assembled and, after careful review of all proposals, we narrowed the vendors down to two (2) finalists, UPS (United Public Safety) and FBS (Fundamental Business Service).

After in-house demonstrations of each company's hardware and software, we are recommending FBS be selected as the vendor of choice. FBS already has the ability to perform in New York State, with a proven track record of collections. There is also the benefit of no start-up cost to the City of Troy. FBS supplies and maintains all of its hardware and software. The City will only have to purchase ticket stock for the handhelds. These were two of the main reasons we felt FBS was a better vendor to partner with in the coming years.

Attached you will find a copy of our thorough review of all four (4) companies, and the pros and cons for each, that led to our final decision.

If you have any questions regarding this matter, please feel free to contact us.

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$510,391 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN.

WHEREAS, the City of Troy, New York (the "City"), in conjunction with the CITY OF ALBANY, by the ALBANY WATER BOARD ("Albany"), the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF RENSSELAER ("Rensselaer"), and the CITY OF WATERVLIET ("Watervliet") has determined and agreed to participate in the provision of a joint sewer project and to contract indebtedness severally therefor in accordance with Section 15.00 of the Local Finance Law pursuant to an agreement of municipal cooperation dated as of February 25, 2015 (the "Intermunicipal Agreement") for Construction, Financing and Operation of a Combined Sewer Overflow Long Term Control Plan ("LTCP"); and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to perform their functions, duties and powers on a cooperative basis with other municipal corporations pursuant to municipal cooperation agreements; and

WHEREAS, Title 1-A of Article 2 of the Local Finance Law authorizes municipal corporations to finance on a joint or several basis certain water, sewage or drainage projects that such municipal corporations have agreed to undertake jointly on a cooperative basis pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, each of Albany, Troy, Cohoes, Green Island, the City, Rensselaer and Watervliet (collectively, the "Albany Pool Communities") executed and delivered a Municipal Cooperation Agreement dated January 1, 2007 to prepare the LTCP for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the Albany Pool Communities and NYSDEC entered an administrative Order on Consent dated January 15, 2014 (the "Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order; and

WHEREAS, the City entered into the Intermunicipal Agreement on or about January 15, 2015, pursuant to a resolution dated January 8, 2015 and the Consent Order, in order to provide for the implementation of the LTCP by the City and the other Albany Pool Communities and to authorize the financing of all, or a portion, of the costs of the LTCP pursuant to the issuance of debt by the Albany Pool Communities; and

WHEREAS, all other conditions precedent to the financing of the implementation of the LTCP have been performed; and

WHEREAS, the City Council of the City of Troy, New York, on February 5, 2015 duly enacted Bond Resolution No. 5 of 2015 entitled "BOND RESOLUTION OF THE CITY OF

TROY, NEW YORK AUTHORIZING THE ISSUANCE OF \$3,537,411 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN”; and

WHEREAS, the City Council wishes to (i) authorize the expenditure and appropriation of additional funds in connection with the LTCP, and (ii) the issuance of additional serial bonds of the City to finance such additional appropriation;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Troy, New York (the “City”) as follows:

Section 1. It is hereby found and determined as follows:

(a) The City and the other Albany Pool Communities have entered into the Intermunicipal Agreement pursuant to Article 5-G of the General Municipal Law.

(b) The LTCP constitutes the implementation of a joint project to make water quality improvements to the Hudson River as required pursuant to the Consent Order and provided under Section 15.00 of the Local Finance Law.

Section 2. For the specific object or purpose of implementing the LTCP, the City is hereby authorized to undertake the following project described in the LTCP: the reconstruction of the City’s sewer system, including purification or disposal plants or buildings, land or rights in land, including Partition Street/Broadway sewer and drain facilities and Cross Street sewer outfall and trunk sewer lines to eliminate the discharge of untreated sewage entering the Hudson River, necessary site work and the acquisition and installation of equipment, machinery and apparatus required for the foregoing purpose. The new maximum cost of said purpose will not exceed \$11,645,000 and the portion of the new maximum cost to be financed by the City will not exceed \$4,047,802. The balance of the new maximum cost of said purpose will be financed by the other Albany Pool Communities.

Section 3. The City plans to finance its portion of such new maximum estimated cost of \$4,047,802 as follows:

(a) by issuance of up to \$3,537,411 serial bonds of the City heretofore authorized to be issued pursuant to Bond Resolution No. 5 of 2015 adopted by the City Council on February 5, 2015; and

(b) by the issuance of additional serial bonds in an amount not to exceed \$510,391 authorized to be issued therefor pursuant to the Local Finance Law and this resolution: and

(c) through the use of grant dollars.

Section 4. Such obligations authorized by this resolution shall be “several indebtedness” of the City, as defined in Section 15.00b.7. of the Local Finance Law, as to which the faith and credit of the City has been pledged in Section 7 hereof. Such obligations shall be

issued pursuant to Section 15.00c. of the Local Finance Law, and pursuant to Section 15.00c.3. (q) of the Local Finance Law, shall constitute indebtedness of the City.

Section 5. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is 40 years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law; provided, however, that the maximum of the serial bonds authorized herein shall be computed from the date of issuance of such serial bonds or the first bond anticipation note issued in anticipation of such serial bonds or the date of issuance of the serial bonds or the first bond anticipation notes authorized pursuant to Bond Resolution No. 5 of 2015, whichever date is earlier. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 6. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations, and of Section 15.00, Section 21.00, Section 50.00, Section 54.90, Sections 56.00 through 60.00, Section 62.10 and Section 63.00 of the Local Finance Law, the powers and duties of the City relative to authorizing bond anticipation notes and prescribing the terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Comptroller, the chief fiscal officer of the City.

Section 7. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 8. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds authorized by this resolution may be contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) Said obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 9. The City Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper or newspapers of the City.

Section 10. Any potential environmental impacts of the implementation of the LTCP have been addressed in the Consent Order and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

Section 11. The City is hereby authorized to execute and deliver in the name and on behalf of the City a project financing agreement prepared by the New York State Environmental Facilities Corporation ("EFC") (the "SRF Project Financing Agreement"). The City and the City Clerk and all other officers, employees and agents of the City are hereby authorized and directed for and on behalf of the City to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the SRF Project Financing Agreement.

Section 12. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in Section 2 of this resolution. The City then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Bond Resolution No. 5 of 2015 or Section 3 of this resolution. This resolution shall constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by Section 2 hereof with the proceeds of the bonds and notes authorized herein and in Bond Resolution No. 5 of 2015, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The Comptroller, as chief fiscal officer of the City, is hereby authorized to file an application with the New York State Comptroller pursuant to Section 124.10 of the Local Finance Law to exclude the proposed indebtedness authorized herein from the constitutional and statutory debt limits of the City.

Section 14. The City is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 15. The City is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c12-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 16. The City may receive certain federal and New York State grant funds for the capital purposes described in Section 2 of this resolution. Any such grant funds shall be applied to pay the principal or interest on the serial bonds or any bond anticipation notes issued in anticipation of the serial bonds authorized by Bond Resolution No. 5 of 2015 or this resolution or to the extent obligations shall not have been issued under this resolution, to reduce the maximum amount to be borrowed for such capital purposes under this resolution or Bond Resolution No. 5 of 2015.

Section 17. No serial bonds, or bond anticipation notes to be issued in anticipation of the serial bonds, authorized herein shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the "Act") shall have first reviewed and commented on the issuance of the serial bonds and any bond anticipation notes to be issued in anticipation of the serial bonds in accordance with the requirements of the Act.

Section 18. The LTCP projects are not subject to SEQRA review, as they are specifically required by the administrative Consent Order between the Albany Pool Communities and NYSDEC. Under SEQRA, "Type II" actions not subject to SEQRA review include actions required by the terms of administrative orders arising from enforcement proceedings. The NYSDEC Consent Order arose from an enforcement proceeding against the APCs. The LTCP is an enforceable part of the Consent Order, and the LTCP specifies each project to be implemented. The Consent Order further requires the APCs to submit plans and specifications for each LTCP project to NYSDEC, and the plans and specifications become enforceable parts of the Consent Order upon their approval by NYSDEC. As a result, each project is specifically required by the Consent Order, and is therefore not subject to SEQRA review as a Type II action.

Section 19. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 34.00a of the Local Finance Law.

Approved as to form, April ____, 2016

Kevin Glasheen, Esq., Corporation Counsel

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

I, PATRICIA O'BRIEN, Clerk of the City of Troy, Rensselaer County, New York (the "City"), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the City Council of the City, held on the ____ day of April, 2016, including the resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full City Council of the City consists of nine (9) members; that ____ (__) members of the City Council were present at such meeting; and that ____ (__) of such members voted in favor of the above resolution.

I FURTHER CERTIFY that (i) all members of the City Council had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this ____ day of April, 2016.

Patricia O'Brien, Clerk, City of Troy,
Rensselaer County, New York

(SEAL)

ESTOPPEL NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on the ___ day of April, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Troy, New York (the "City"), is not authorized to expend money or the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Summary of Bond Resolution

1. Class of Objects or Purposes – the reconstruction of the City's sewer system, including purification or disposal plants or buildings, land or rights in land, including Partition Street/Broadway sewer and drain facilities and Cross Street sewer outfall and trunk sewer lines to eliminate the discharge of untreated sewage entering the Hudson River, necessary site work and the acquisition and installation of equipment, machinery and apparatus required for the foregoing purpose.
2. Period of Probable Usefulness – forty (40) years.
3. Maximum Amount of Obligations to be Issued –\$4,047,802 of which \$510,391 are to be issued pursuant to the bond resolution summarized herein and \$3,537,411 of obligations were previously authorized to be issued pursuant to Bond Resolution No. 5 of 2015 adopted by the City Council on February 5, 2015.

The bond resolution herein summarized shall be available for public inspection during normal business hours for twenty (20) days following the date of publication of this notice at the office of the City Clerk at City Hall, 433 River Street, Troy, New York.

Patricia O'Brien, Clerk
City of Troy, Rensselaer County, New York

EXHIBIT C

ESTIMATED PROJECT COSTS

CWSRF Project No.: C4-5489-05-00
 Recipient: City of Troy
 County: Rensselaer

DRAFT COPY

A. ESTIMATED PROJECT COSTS

<u>AVAILABLE FOR DISBURSEMENT</u>	<u>Short-Term Financing</u>
<u>Engineering - Albany Pool Joint Venture Team & the Capital District Regional Planning Commission Agreement dated June 26, 2007 including Amendment Nos. 1-3)</u>	
Long-Term Control Plan Development - (lump sum)	\$ 4,700,913.00
Extra Work Authorization No. 1 - Flow Monitoring and Sampling - (lump sum)	233,200.00
Extra Work Authorization No. 2 - Water Quality Sampling - (lump sum)	300,000.00
Extra Work Authorization No. 3 - Project Management & Water Quality Model - (lump sum)	132,000.00
<u>Other Costs:</u>	
Bond Counsel - Bond Schoeneck & King, PLLC Agreement dated November 5, 2015 - (not-to-exceed)	9,050.00
<u>DISBURSEMENT SUBJECT TO PENDING APPROVAL(S)[1]</u>	
<u>Construction Costs:</u>	
<u>(Pending receipt and EFC approval of Plans & Specifications, including MWBE Utilization Plan & Contract Language, Title, Permits)</u>	
Contract No. 1 - Combined Sewer Overflow Long-Term Control Plan - (estimate)	3,973,337.00
<u>Engineering - Albany Pool Joint Venture Team & the Capital District Regional Planning Commission Agreement dated June 26, 2007 (Pending EFC Engineering Approval including receipt & approval of MWBE Utilization Plan & Contract Language)</u>	
Extra Work Authorization No. 4 - Administration and Modeling - (lump sum)	122,500.00
Extra Work Authorization No. 5 - Negotiations and Comments - (lump sum)	500,000.00
Extra Work Authorization No. 6 - Technical Support, Notification System & PCCMP	355,000.00
Extra Work Authorization No. 7 - Post Construction Compliance Monitoring Program Sampling - (lump sum)	124,000.00
Extra Work Authorization No. 8 - Technical Support Services - (lump sum)	180,000.00
<u>Engineering - Albany Pool Joint Venture Team & The Capital District Regional Planning Commission (Pending Receipt and Approval of Executed Work Authorization, Plans & Specifications including MWBE Utilization Plan and Contract Language, Title, Permits)</u>	
Extra Work Authorization No. 9 - Construction Phase Services - (estimate)	715,000.00
<u>Other Costs:</u>	
Special Counsel - Beveridge & Diamond, P.C. (Agreement dated December 21, 2012 - Pending receipt & approval of MWBE Utilization Plan and Contract Language) - (estimate)	300,000.00
<u>Contingency</u>	
<hr/>	
TOTAL OF PROJECT COSTS	\$ 11,645,000.00
Less: Albany CSO Long-Term Control Plan Share = 58.68%	(6,833,286.00)
Less: Cohoes CSO Long-Term Control Plan Share = 2.74%	(319,073.00)
Less: Green Island CSO Long-Term Control Plan Share = 0.53%	(61,718.50)
Less: Rensselaer CSO Long-Term Control Plan Share = 2.13%	(248,038.50)
Less: Watervliet CSO Long-Term Control Plan Share = 1.16%	(135,082.00)
TOTAL SRF AMOUNT REQUESTED	\$ 4,047,802.00
CWSRF SHORT-TERM INTEREST-FREE FINANCING	\$ 3,163,552.00
CWSRF GRANT[2]	\$ 884,250.00

[1] Disbursement of such costs is subject to, and contingent upon, satisfaction of the Special Condition(s) set forth in Exhibit E to the Project Finance Agreement, as more fully set forth therein.

[2] Maximum CWSRF Grant not to exceed the lesser of 25% of CWSRF eligible project costs or \$884,250.

Several years ago, the municipalities of Albany, Cohoes, Green Island, Troy, Rensselaer and Watervliet, collectively referred to as the Albany Pool Communities, entered into a Municipal Cooperation Agreement in order to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to and approval by the NYS DEC. The purpose of the plan was to improve municipal sewage facilities in order to reduce the number of occurrences in which untreated sewage flowed into the Hudson River from the Albany Pool Communities and for which any of the municipalities could be subject to regulatory proceedings.

Following the development of the LTCP, the Albany Pool Communities entered into and Administrative Order of Consent with the NYSDEC and the DEC approved the LTCP simultaneously with the execution of the Consent Order on 1/15/14. Subsequently, an Intermunicipal Agreement was Prepared to provide for the implementation of the LTCP by the respective municipalities, to establish The respective responsibilities of the municipalities and to provide for the financing of the costs related to the implementation of the LTRP.

By Resolution dated 1/8/15, the City Council authorized Mayor Rosamilia to enter into the Intermunicipal Agreement. The Mayor signed the Agreement on 1/15/15. A Bond Resolution authorizing the issuance of \$3,537,411 in serial bonds to finance a portion of the costs associated with the LTCP was passed by the City Council on 2/5/15. The principal and interest payments on the bonds were to be paid through Dept. Of Public Utility sewer charges.

The current Bond Resolution is necessary to provide for additional financing of anticipated costs associated with the implementation of the LTCP. The increase in costs is due to a shift in project years and an increase in financing fees. The original bond resolution included the project years of 2014, 2015 and 2016. Since the projects of 2014 are completed the new schedule includes the project years of 2015, 2016 and 2017. The project cost for 2017 was calculated to be higher than that of 2014 and is cause for an increase in bonding. The original bond resolution and finance schedule were submitted to New York State Environmental Facilities Corporation (EFC). Financing fees for the bonding of the Projects were estimated based on previous knowledge of fee schedules. EFC finalized the fees required to fund the projects and increased the annual project total accordingly.

EXHIBIT 2: ALBANY POOL CSO LTCP FINANCIAL REQUIREMENTS (1) (2) (3)

Year	Construction Costs	CDRPC, legal, advising, etc.	Impl. Of Post	Total	Albany 58.68%	Cohoes 2.74%	Green Island 0.53%	Rensselaer 2.13%	Troy 34.76%	Watervliet 1.16%
			Construction Mon. Plan							
Prior	10,740,000	-	-	10,740,000	6,302,232	294,276	56,922	228,762	3,733,224	124,584
2015	2,880,000	300,000	375,000	3,555,000	2,086,074	97,407	18,842	75,722	1,235,718	41,238
2016	3,570,000	300,000	375,000	4,245,000	2,490,966	116,313	22,499	90,419	1,475,562	49,242
2017	3,170,000	300,000	375,000	3,845,000	2,256,246	105,353	20,379	81,899	1,336,522	44,602
	9,620,000	900,000	1,125,000	11,645,000	6,833,286	319,073	61,719	248,039	4,047,802	135,082
2018	7,610,000	300,000	-	7,910,000	4,641,588	216,734	41,923	168,483	2,749,516	91,756
2019	6,890,000	300,000	-	7,190,000	4,219,092	197,006	38,107	153,147	2,499,244	83,404
2020	6,510,000	300,000	-	6,810,000	3,996,108	186,594	36,093	145,053	2,367,156	78,996
	21,010,000	900,000	-	21,910,000	12,856,788	600,334	116,123	466,683	7,615,916	254,156
2021	25,000,000	300,000	-	25,300,000	14,912,040	516,220	107,590	412,390	7,054,280	235,480
2022	24,370,000	300,000	375,000	24,845,000	14,579,046	680,713	132,679	529,199	6,634,122	288,302
2023	3,300,000	300,000	-	3,600,000	2,052,480	98,680	19,080	76,680	1,250,360	41,560
	47,470,000	900,000	375,000	48,745,000	28,603,566	1,395,433	294,369	1,018,269	14,943,762	545,682
2024	2,370,000	300,000	-	2,670,000	1,566,756	73,158	14,151	56,871	928,092	30,972
2025	2,070,000	300,000	-	2,370,000	1,390,716	64,938	12,561	50,481	823,812	27,492
2026	2,540,000	300,000	-	2,840,000	1,666,512	77,816	15,052	60,492	987,184	32,944
2027	1,950,000	300,000	375,000	2,625,000	1,540,350	71,925	13,913	55,913	912,450	30,450
	8,930,000	1,200,000	375,000	10,505,000	6,164,334	287,837	55,677	223,757	3,651,538	121,858
SUBTOTAL	97,770,000	3,900,000	1,875,000	103,545,000	60,760,206	2,837,133	548,789	2,205,509	35,992,242	1,201,122
MINUS CREDITS(4)	-	-	-	-	TBD	TBD	TBD	TBD	TBD	TBD
TOTAL	97,770,000	3,900,000	1,875,000	103,545,000	60,760,206	2,837,133	548,789	2,205,509	35,992,242	1,201,122

(1) Preliminary, subject to change.

(2) Does not include ALL grants or credits.

(3) Does not include any debt service expenses related to the County Sewer Districts.

(4) Estimated Prior Construction Credits.

Prepared By: Fiscal Advisors & Marketing, Inc. (dated 2/4/2015)

RESOLUTION AUTHORIZING THE CITY OF TROY TO ACCEPT A GRANT FROM THE TROY CAPITAL RESOURCE CORPORATION IN THE HIRING OF A CONSULTANT WITH EXPERTISE IN THE AREA OF MUNICIPAL FINANCE

WHEREAS, the Troy Capital Resource Corporation has approved a grant to the City of Troy in the amount of \$100,000; and

WHEREAS, the purpose of the grant is to provide funds to the City to assist the City in the hiring of a consultant with particular expertise in the area of municipal finance; and

WHEREAS, the hiring of such a consultant will enhance the City's budgeting practices relating to the preparation of capital budgets and multi-year financial plans as recommended by the Office of the State Comptroller; and

WHEREAS, by means of this grant this additional financial expertise can be obtained without adding to the City's cost burden.

NOW, THEREFORE, BE IT RESOLVED, that the City of Troy is hereby authorized to accept and receive a grant of \$100,000 from the Troy Capital Resource Corporation for the purpose of hiring a consultant(s) with expertise in the area of municipal finance; and

BE IT FURTHER RESOLVED, that the Mayor's consultant will not interfere with the consulting (Cusack & Company, CPA's LLC), legally hired by the City Council pursuant to the authority vested in the Troy City Charter, for the purpose of reviewing city finances and related procedures; and

BE IT FURTHER RESOLVED, that the Mayor's consultant shall issue quarterly financial reports to the Troy City Council and appear before the Troy City Council Standing Committee on Finance to discuss these reports when requested.

Approved as to Form, March 30, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

In recent years, the City of Troy has experienced difficulties in formulating sound municipal budgets. In that regard, the City has been criticized by the Office of the State Comptroller and the City's independent auditor for past budgeting practices relating to the preparation of capital budgets, multi-year financial plans and timely financial reports, among other things. Those shortcomings have been due in part to the prior elimination of the position of Budgeting Director and other Finance Department positions.

The grant from the Troy Capital Resource Corporation ("CRC") will enable the City to hire a consultant(s) with particular expertise in the area of municipal finance. The addition of this person(s) to the City's financial team will be extremely helpful in managing the 2016 budget and operations and to craft a 2017 budget. As a result of this grant, this financial expertise will be obtained without adding to the tax burden. The position will not be a permanent staff position. This will be a consulting arrangement that will end with the CRC funding runs out. Finally, the work of this consultant will not interfere with the work of the consultant that the Council desires to hire or duplicate the work of that accounting firm.

RESOLUTION AUTHORIZING THE CITY OF TROY TO ACCEPT A GRANT FROM THE STATE AND MUNICIPAL FACILITIES PROGRAM FOR THE RENOVATION OF POWERS PARK

WHEREAS, Powers Park has been maintained but has been in need of improvements over the past several years; and

WHEREAS, improvements to Powers Park have been planned including redesigning, planting, sidewalks, fence repair and band shell reconstruction; and

WHEREAS, the City of Troy has been approved to receive a State and Municipal Facilities Program Grant of \$449,000 to provide funding for the renovation of Powers Park; and

WHEREAS, the State and Municipal Facilities Program Grant requires the City to make an in-kind services contribution of \$27,500 in connection with the renovation of Powers Park.

NOW, THEREFORE, BE IT RESOLVED that the City of Troy is hereby authorized and directed to accept a grant from the State and Municipal Facilities Program Grant in the amount of \$449,000 for the renovations of Powers Park with the City of Troy providing an in-kind contribution of \$27,500 to the project.

Approved as to form, March 17, 2016

Kevin P. Glasheen, Corporation Counsel



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL
President

February 1, 2016

Ms. Monica Kurzjeski
Economic Development Coordinator
City of Troy
433 River Street, Suite 50000
Troy, NY 12180

*Re: State and Municipal Facilities Program ("SAM")
Rehabilitation of Powers Park
Project ID: #7251*

Dear Ms. Kurzjeski:

As you know, the City of Troy has been approved by the State to receive a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of \$449,000 (the "Grant"). DASNY will be administering this Grant.

Enclosed you will find the "**Project Information Sheet**" for your SAM Grant. Please complete the four (4) sections in the attached Project Information Sheet, as well as sign and date the Project Information Sheet certifying that the information you provided to DASNY is true and correct. Even if some of the information has been submitted to other parties previously, the enclosed Project Information Sheet and attachments must be provided to DASNY. Please mail the signed original as well as the backup documentation and information, as soon as possible, to:

DASNY
Attn: Grants Administration
515 Broadway
Albany, New York 12207

For your convenience, a sample return letter is attached to assist you when assembling the Package to return to DASNY.

Once DASNY receives the Project Information Sheet, a Grant Administrator may contact you to set up a conference call between DASNY and the City of Troy to discuss the project and how we will proceed.

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org



In the meantime, please review the enclosed list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**

Should you have any questions concerning the enclosed documentation, please call (518) 257-3177 and someone from Grants Administration will contact you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sarah D. Antonacci".

Sarah D. Antonacci
Senior Grant Administrator

Enc.

cc (w/out enc.): Adrian Swierczewski, NYS Division of the Budget
Elyse Griffin, NYS Division of the Budget
Sara Richards, Esq., DASNY

STATE AND MUNICIPAL FACILITIES PROGRAM PRELIMINARY APPLICATION

Project Category: State and Municipal Economic Development * Environmental*
*projects in these categories may require additional information and approval/certification

SECTION 1: DATA SHEET / GENERAL INFORMATION

A. Project Name: Powers Park Rehabilitation

Project Location: Troy, NY Lansingburgh neighborhood

B. Applicant Organization: City of Troy, NY

Legally Incorporated Name: The City of Troy

Street (not P.O. Box): 433 River Street, Suite 5000

City: Troy Zip: NY County: Rensselaer

Phone: 518-279-7412 Ext: - Fax: 518-268-1600 E-mail: monica.kurzejewski@troyny.gov

Contact Name & Title: Monica Kurzejewski, Economic Development Coordinator

Federal Taxpayer I.D./Charity Reg.# (Non-profits Only): 14-6002472

1. Type of Organization:

- Municipality Local Development Corporation or Industrial Dev. Agency
 Not-for-Profit University/Educational Org.
 Business Corporation Other (please describe) _____

2. Is the organization currently seeking or receiving any other New York State assistance for this project?
 No Yes

If your answer is "yes", please provide a detailed explanation on an attached separate sheet.

3. Name of project beneficiary if not applicant: n/a

SECTION 2: PROJECT DESCRIPTION

A. Project Description and Amount

Powers Park Renovation \$ 476,500

1. Please attach a detailed description of the specific capital project that will be undertaken and funded pursuant to this application.
see attached

2. Please list the amount of funding anticipated to be received from the State and Municipal Facilities Program for this project.
\$ 449,000

3. Project Start Date: April 2016 Anticipated Date of Project Completion: August 2016

SECTION 3: PROJECT BUDGET, DISBURSEMENT SCHEDULE, & OPERATING COSTS

A. Use of Funds preplanning, design, construction & materials to renovate the park.

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary).

USE OF FUNDS	SOURCES	TOTAL

	State	In-Kind/ Equity/Sponsor Contribution	Other sources	
Direct Costs:	\$	\$	\$	\$
Development	363,775 ⁰⁰			
Indirect/Soft Costs:				
predevelopment & admin	85,225 ⁰⁰	27,500		
Total:	\$ 449,000	\$ 27,500	\$	\$

B. Please describe other sources of funds and if they have been secured.
grant administration and construction observation and admin will be completed by city employees.

C. Does the project require environmental or other regulatory permits? No Yes
 Have they been secured? No Yes NA

D. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA) or is such review necessary to obtain any governmental approvals?
no review has been completed No Yes NA

E. Please describe the ongoing operating costs required to maintain the proposed project and the sources of these funds.
cost will be included in current budget lines

SECTION 4: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Do you believe your project is eligible for tax-exempt financing under the Federal Internal Revenue Service code? No Yes

2. Has the applicant or proposed recipient of funds previously received financing from the sale of tax-exempt bonds? If yes, attach a schedule describing the details of such financing. No Yes

3. Does the applicant or proposed recipient of funds anticipate applying for financing for this project from the sale of other tax-exempt bonds? No Yes

4. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? If yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.). No Yes

5. Does the applicant or proposed recipient of funds plan to occupy 100% of the project facility? If no, attach a schedule explaining the planned occupancy. *occupy the park* No Yes

Signature of Applicant: *Louis A. Rosenthal* Date: *10/16/15*

CITY OF TROY, NEW YORK – Powers Park Renovation

Suggested scope for a shovel ready public works project in Lansingburgh, Troy NY. This information is taken from a 2005 study and master plan for the “Village of Lansingburgh” which lies wholly within the City of Troy. The restoration of Powers Park was listed as the highest priority project in that study.

LANGINGBURGH VILLAGE STUDY
CITY OF TROY, RENSSELAER COUNTY, NEW YORK

Demonstration Sites

Selection of the Demonstration Sites

A key recent innovation in community master planning has been the preparation of targeted concept plans and budget estimates for areas where clear public priorities exist. Five such sites, called ‘demonstration sites’, were to be selected for the Lansingburgh Village Study. Those selected demonstration sites were not intended to limit the study of implementation measures and recommendations to those five sites. Additional implementation measures including non-construction measures were developed for the entire Study Area that are independent of the five demonstration sites.

Following the public visioning workshops several key projects emerged as community priorities. Across the four discussion groups certain projects or sites were consistently considered key to revitalization efforts. Among those sites were the existing public parks, Powers Park and 112nd Street Park. Several opportunities along the riverfront were also identified. The main commercial and transportation routes emerged as key areas as well.

A detailed list of potential projects was prepared and mounted on two large presentation boards for the final public workshop. Participants in the final workshop were asked to rate the presented projects by affixing self-adhesive stars to the projects that they considered most important. This process offered an affirmation of the

assumptions made about public preferences and project priorities.

Lansingburgh Village Study Public Workshop Summary Construction Projects (Star Chart 1 Tallies)		Stars
1	Powers Park Rehabilitation	20
2	Modify Traffic Control Devices to Promote Through Traffic	16
3	Establish Riverfront Access and Parks	11
4	112th Street Park Rehabilitation	10
5	Streetscape Improvements on 112th	9
5	Alley Restoration	9
5	Boulevard Restoration	9
6	Improve Sidewalks and Amenities throughout the Study Area	8
7	Historic & Interpretive Signage System	5
7	Improve Security and Use on the Uncle Sam Bikeway	5
7	Establish Riverfront Park at Foot of 111th Street	5
8	Streetscape Improvements on 5th Ave	4
9	Establish Combined Pedestrian/Vehicle Street along 1st Avenue	3
9	Intersection Improvements 112th at 2nd	3
9	Gateway Features	3
10	Revise Bike Route from Uncle Sam Bikeway to 112th Street Bridge	2
11	Sidewalks on 5th Avenue	0

Based on the ‘star chart’ tally, a list of potential demonstration sites was prepared and presented to the Advisory Committee. In addition to the areas discussed

8/31/2005
37

These pages from the study show a scope of restoration work which includes reconstruction of the bandshell.

The city has saved the 4 decorative steel columns from the Riverfront Park bandshell which was replaced several years ago. Use of those columns is architecturally appropriate and would reduce the expense of a new bandshell.

We have the engineering documents for the original bandshell. That will reduce the design cost and allow us to fast track the construction, making it shovel ready, and allowing it to be completed this summer.

The work of landscaping, planting, sidewalks, and fence repair can also be accomplished this summer.

LANGINGBURGH VILLAGE STUDY
CITY OF TROY, RENSSELAER COUNTY, NEW YORK

Powers Park Rehabilitation and 111th Street Riverfront History

Prior to becoming a park, the site held a few residential properties. In the late 1800's the property was dedicated as a park by Deborah Powers in memory of her husband William Powers, a prominent oil cloth manufacturer in Lansingburgh. Mrs. Powers commissioned Jacob Weidenmann to design the new William Powers Park (illustration to the left). The original design included staturary, a fountain, and formal gardens. It has served as a passive recreation facility offering open and treed grounds within a close-knit residential neighborhood.

Existing Conditions

The park has been maintained but has lacked needed improvements over the past several years. Many amenities have become broken, destroyed or dangerous and have been removed, but never replaced. Plants have become overgrown and over-run with invasive species. No evidence of the original Weidenmann-designed formal plantings exists at present. Many attractive and valuable mature trees exist in the park, but will need to be pruned as lower limbs limit visibility into and around the park. The park does not have any internal formal paved system of trails or walkways. The existing 70's era bandstand has withstood the test of time but the structure is architecturally incompatible with the historic period of the park. The park was surrounded on four sides by an attractive wrought iron fence. The fence exists only on three sides at present and it is hoped that the fourth side will be located in storage and

8/31/2005
42

**RESOLUTION AUTHORIZING THE CITY OF TROY TO ACCEPT FUNDING FROM THE
NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION
TO ASSIST IN THE DEVELOPMENT OF A TROY URBAN TRAILS SYSTEM**

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

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

WHEREAS, the project is being undertaken by the Post Contemporary in partnership with the Rensselaer Land Trust and the City of Troy;

NOW THEREFORE, BE IT RESOLVED that the City of Troy is hereby authorized and directed to accept a grant from the New York State Office of Parks, Recreation and Historic Preservation in the amount of \$48,480.00 to be matched by local in-kind contributions and to enter into and execute a project agreement with the State for financial assistance to the City of Troy for this project.

Approved as to form, March 17, 2016

Kevin P. Glasheen, Corporation Counsel



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

December 10, 2015

Ms. Monica Kurzejeski
Economic Development Coordinator
City of Troy
433 River Street, Suite 5000
Troy, NY 12180

Dear Ms. Kurzejeski:

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

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

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

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

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

We look forward to working in partnership with you to expeditiously advance your project.

Congratulations,

Rose Harvey
Commissioner

Albany, New York 12238
518-474-0443 • Fax: 518-474-1365

printed on recycled paper

Kevin.Glasheen

From: Andrew.Kreshik
Sent: Thursday, March 17, 2016 10:22 AM
To: Kevin.Glasheen
Subject: RE: Sample Resolution - Transportation Project

Kevin:

An overview of the project scope follows as well as the draft MOU (that will eventually find its way to you for review and comment.) I've included it in case you think there are any elements in it that are appropriate for inclusion in the resolution.

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

The desired trail route will connect several existing but isolated parks in an interconnected network that would vastly expand the connectivity and value of Troy's open space and cultural resources.

The aesthetic goal of the trail system is a natural, rustic, and minimal trail system which highlights the natural qualities, and design is targeted to generally follow the North Country National Scenic Trail Handbook, by the National Park Service.

The project is being undertaken by the Post Contemporary in partnership with the Rensselaer Land Trust and the City of Troy.

MEMORANDUM OF UNDERSTANDING (DRAFT)

WHEREAS, the City of Troy (City), the Rensselaer Land Trust (RLT), and the Post Contemporary (Post), collectively referred to as the Parties, have come together to collaborate on a project to create an extensive natural trail network in the City of Troy for the benefit of the public (Project),

WHEREAS, for a number of years, the Post has been working to put together the planning and acquisitions to connect the Mohawk-Hudson Bike-Hike Trail, from the Menands Bridge, to Downtown Troy via Troy's verdant creek valleys and existing parks, to be integrated with the forthcoming Riverfront Bike Trail to create an extensive loop network,

WHEREAS, the emerging recommendations of the Comprehensive Plan put heavy emphasis on the connectivity of existing open space and the protection of unique natural features for the public benefit,

WHEREAS, the City sees great value in preserving, highlighting, and making public the unique natural features of Troy,

WHEREAS, the Project has organically divided into manageable chunks, the first phase being the creation of a trail from the base of the Burden Preserve along the Wynantskill to the Staalesen Preserve, which is schematically shown on the attached map “Troy Urban Trails Anticipated Phase 1 Trails” dated 7/28/2015,

WHEREAS, the City is the fee simple owner of tax lot numbers 112.73-1-1.2, being 34.7 Acres (Staalesen Connector Lot); 112.57-5-1, being 7.85 Acres (Small Staalesen Connector Lot); 112.-4-10, being 44.06 acres (Burden Preserve); and, 112.-4-12.111, being 20.07 acres (Former Casale Lot), collectively known as “Phase One Lots”,

WHEREAS, the City is the fee simple owner of tax lot numbers 112.48-1-7, being 0.79 Acres (Spring Corner Lot); 112.40-1-1.11, being 11.99 Acres (Spring Long Lot); 112.40-1-3, being 1.4 Acres (Spring Cul-de-sac lot); 112.22-5-2, being 1.47 Acres (Gorge Bottom Lot); 112.23-2-1.2, being 6.55 Acres (Gorge Lot); 111.76-1-1.2, being 4.77 acres (Mill Street Lot); and, 101.78-1-1, being 87.19 Acres (Prospect Park Lot), collectively known as “Phase Two Lots”,

WHEREAS, the Troy Housing Authority is the fee simple owner of tax lot number 112.-4-17, being 34.8 Acres (Troy Housing Lot),

WHEREAS, as part of its stated mission and vision, the RLT seeks to connect residents of Rensselaer County with nature and owns several properties open to the public including tax lot number 112.73-1-1.1, being 23.59 acres (Staalesen Preserve),

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

1. **Dedication**. Where not already dedicated parkland, The City of Troy agrees to legally dedicate the Phase One Lots and Phase Two Lots as protected Parkland within a reasonable time period, not to exceed two years, and to preserve said lots as public parkland until such time that said lots can be dedicated. The City shall issue a memo to the Planning and Assessors departments with a list of said lots so that they are not disposed of in the interim.
2. **Fundraising**. The Parties agree to cooperate on the fundraising for and development of a continuous trail system as shown on the attached map “Troy Urban Trails” dated 7/28/2015 , including trails, signage, infrastructure, and other needs related to the Project, including cooperation on the NY Consolidated Funding Grant and other grants as they may arise.
3. **Friends Of**. The Parties agree to enter into a mutually agreeable Management Agreement in the ‘Friends of’ model, in which RLT and the Post will provide services to assist the City with the development and management of the properties, trails, and other amenities, and allow for place-making site specific art projects curated by the Post.
4. **Negotiations**. The Post agrees to manage negotiations with the owner of tax lot number 112.-4-22, being 2.34 acres, and/or other necessary measures to secure a connection between the Former Casale Lot and the Staalesen Connector Lots.

5. **Open Space Institute.** The Post will continue coordination with the Open Space Institute with regard to the grant funds related to land acquisition, and to negotiation the potential application of these or other funds to the wider Project.
6. **Housing Authority.** The City agrees to assist in negotiations with the Troy Housing Authority to allow the trail to pass through the Troy Housing Lot, as possible.
7. **Future Lots.** If lots 112.30-7-1, being 33.27 Acres (Spring Expansion Lot), and/or lot 112.22-4-22, being 7.36 Acres (Small Spring Expansion Lot), were to come into City ownerships, the City agrees to legally dedicate said lots as protected parkland, per Item 1 of this agreement.
8. **Staalesen.** As part of Phase One beginning in 2016, the City and RLT will collaborate to connect and integrate the Staalesen Preserve with the Staalesen Connector Lots and thereby enable public access to the Staalesen Connector Lots through the Staalesen Preserve.
9. **Publicity.** The Parties acknowledge that it will be necessary to garner public support to implement the Project over time, including the development of the "Friends Of" citizen support group(s). As part of this public support development, initial outreach efforts concerning Phase One areas could commence in 2016 with activities such as volunteer oriented clean up and work days at Phase One related areas. The Parties also acknowledge that the Project consists of phases in varying degrees of completion with some not ready for public announcement. Therefore the Parties agree to coordinate before any official public release of information related to the Project.
10. **Cooperation.** The Parties agree to mutually cooperate as needed and as reasonable to keep the Project moving towards fulfillment in a well organize and timely manner.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed Project and approve it.

From: Kevin.Glasheen
Sent: Thursday, March 17, 2016 7:31 AM
To: Andrew.Kreshik
Subject: RE: Sample Resolution - Transportation Project

Andrew,

Can you provide me with a brief description of the proposed Urban Trail project and its purpose so that I can draft some whereas clause and a Memo in Support of the Resolution. Thanks.

Kevin

From: Andrew.Kreshik
Sent: Wednesday, March 16, 2016 1:04 PM
To: Kevin.Glasheen
Subject: Sample Resolution - Transportation Project

Kevin:

The attached boilerplate resolution language is more specific to DOT administered funding than I recalled. However, there may be a few pieces of value you could cannibalize from it.

Andrew P. Kreshik

Assistant Planner, Planning & Economic Development
City of Troy - City Hall
433 River Street, Suite 5001
Troy, New York 12180

Phone: (518) 279.7153 | Fax: (518) 270.4642

**RESOLUTION SUPPORTING THE FRIENDS OF WASHINGTON PARK'S
APPLICATION FOR THE 3RD ANNUAL TROY ARBOR DAY CELEBRATION**

WHEREAS, the Friends of Washington Park, Inc. is applying to the New York State Urban Forestry Council for an Arbor Day project grant to be located in the south central section of the City of Troy, a site located within the territorial jurisdiction of this Council; and

WHEREAS, as a requirement of these programs, said Friends of Washington Park, Inc. must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located",

NOW, THEREFORE, BE IT RESOLVED that the City Council of Troy hereby does approve and endorse the application of the Friends of Washington Park, Inc. for a grant from the NYS Urban Forestry Council for an Arbor Day Program Community grant project and located within this community.

Approved as to form, March 16, 2016

Kevin Glasheen, Esq., Corporation Counsel

Resolution #
Memo in Support

Background:

The Friends of Washington Park, Inc., a 501 (c) (3) established in 2002, has sponsored an annual Arbor Day tree planting in 2014 and 2015. In 2014, the Friends partnered with Troy Middle School, the City of Troy DPU, National Grid, the NYS Forester Daniel Gaidasz and the Riverside and Osgood Neighborhoods to plant six trees at the intersections of First, Second and Adams Streets to begin the landscaping of Adams Street. A busy thoroughfare, Adams Street is almost devoid of trees. Neighbors in the immediate area dug the holes, helped with the planting and watered the six new trees throughout the summer. The NYS Forester presented information to the Troy Middle School 7th Grade students taught by Celine Boule about the value of trees in the urban environment.

The 2015 Arbor Day planting continued the education component by planting two magnolias on the grounds of the Troy Middle School. The Troy Middle School 7th Grade class again participated, and the NYS Forester Daniel Gaidasz again presented information on the value of trees. The Riverside Neighborhood worked in conjunction with the Middle School plantings and planted 3 trees on First Street.

The 2016 Arbor Day planting will return to the south central section of Troy with a different educational component. The focus this year will be on planting a tree using CU-Structural Soil, a special soil that allows the tree roots to grow without heaving the sidewalks. The soil is a loose mix which allows correct growth. Partners include the Troy Middle School 7th Grade class, NYS Forester Gaidasz and the NYS Urban Forestry Council. Riverside, Little Italy and Osgood Neighborhoods are invited to participate in tree purchases. As in the past two Arbor Day events, Dig Safely NY is consulted prior to a shovel hitting the ground.

Fiscal Implications:

The Friends of Washington Park, Inc. has been awarded \$1,000 from the NYS Urban Forestry Council for the 2016 Arbor Day events. All costs of the Arbor Day events will be assumed by the Friends of Washington Park, Inc. There is no cost to the City of Troy.

Outcome:

This demonstration project will serve as a model for correct tree planting, which in turn will foster the community's commitment to urban forestry and its desirable benefits – the promotion of fresh air and mitigation of “heat islands” that impair quality of life.

Effective Date:

Arbor Day is April 29, 2016.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
MOHAWK & HUDSON HUMANE SOCIETY**

WHEREAS, the City of Troy has an animal control officer who is responsible for seizing dogs pursuant to Agriculture and Markets Law, Article 7 and Article 26, and

WHEREAS, the City of Troy has the obligation to see that the dogs are properly sheltered, fed and watered and have need of the services of the Mohawk & Hudson Humane Society to meet that obligation.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute an Agreement with the Mohawk & Hudson Humane Society in substantial conformance with the contract attached hereto.

Approved as to form, March 14, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

The City of Troy employs an Animal Control Officer to monitor the streets for the presence of animals, primarily dogs, that are not in the control of an owner and to pick up dogs for a variety of reasons. The majority of the dogs that are picked up are dogs that are strays or who have been abandoned by their owners. There are also dogs that are picked up in connection with dog bite cases or dangerous dog hearings. Finally, there are dogs that are picked up due to an owner's death.

During the course of a year the number of dogs that are picked up by the Animal Control Officer is fairly significant. In 2015, for example, it appears that 149 dogs were picked up by the officer. Once the officer has picked up a dog, he transports the animal to the Mohawk & Hudson Humane Society where the dog is sheltered, fed and watered. The period of time in which dogs have remained at the shelter can be significant. An examination of the 2015 invoices show that dogs have been kept at the shelter for periods of time with the average stay being approximately 15 days. Consequently, the services provided by the Humane Society are extensive.

The Humane Society does not offer a per diem alternate fee. However, based on information obtained from personnel involved in the process, the fixed rate contract is a better way to go as per diem charges can escalate in a rapid and unpredictable fashion, particularly with the number of dogs involved. Consequently, the fixed rate contract with the Humane Society provides a cost-effective and predictable way for the City to comply with its statutory obligations relating to animal control.

Additionally, before owners pick up their dogs at the Humane Society, they are required to pay a \$350 impoundment fee to the City which helps to defray some of the cost of the contract.

**2016 Animal Shelter Agreement
between
Mohawk & Hudson River Humane Society
and the
City of Troy**

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2015, and effective January 1, 2016 to December 31, 2016 between the City of Troy, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "SOCIETY".

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law Article 7 and Article 26 (hereinafter LAW), and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats (individually, an "Animal" or collectively, "Animals") brought to it from residents and/or animal control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

- 1.) The SOCIETY will provide and maintain a shelter for dogs seized under Section 117 of the LAW, will properly care for all dogs in its care, and will humanely euthanize, make available for adoption or transfer seized dogs not redeemed as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.
- 2.) The SOCIETY will accept domestic dogs and cats from the MUNICIPALITY under the terms of this AGREEMENT. The MUNICIPALITY must secure prior authorization from SOCIETY management prior to bringing any other Animal to the SOCIETY.
- 3.) All impoundment fees imposed by the MUNICIPALITY will be paid to the Municipality and licenses shall be issued by the MUNICIPALITY to the dog's owner at the Municipality's clerk's office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at the SOCIETY during normal business hours. The operating hours of the SOCIETY will be provided to the

MUNICIPALITY'S clerk's office at the beginning of the year, and will be updated if changed. The SOCIETY will permit redemption by the lawful owners of seized Animals during its posted hours for redemptions, directly from the SOCIETY'S location in Menands, New York. Dogs must be properly licensed by the MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the Animal shall present said proof to the SOCIETY.

4.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and non-canine Animals brought to the SOCIETY by the MUNICIPALITY and its officers. The SOCIETY agrees to provide SOCIETY staff to aid in the entry process for the Municipality's Animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing the MUNICIPALITY 'S Animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full, the MUNICIPALITY officer will page the on-call SOCIETY staff for assistance in kenneling the MUNICIPALITY 'S Animals. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

5.) The MUNICIPALITY agrees that all Animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.

6.) The SOCIETY'S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the SOCIETY'S offices are open to the public.

7.) The MUNICIPALITY will complete intake forms provided by the Society at the time the Animals are brought to the Society for each Animal, which forms will state desired holding time, seizure reason and release date.

8.) The redemption period for identified dogs is seven (7) days or nine (9) days if notice served by mail. Notice must be served by the MUNICIPALITY. The MUNICIPALITY will inform the SOCIETY of the method of notification. The redemption period is five (5) days for dogs with no identification. The MUNICIPALITY may request in writing that a dog be held by the SOCIETY for a period greater than the redemption period. The MUNICIPALITY will notify the SOCIETY of the final date of the redemption period at the time the dog is brought to the SOCIETY.

ARTICLE II

1) The MUNICIPALITY agrees to pay the SOCIETY \$5,250 per month for services rendered under this AGREEMENT. In addition to the services set forth in Article I above services shall include:

- Health and temperament assessment of dogs and cats
- Prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
- Full service adoption program including spay or neuter prior to release.
- Acceptance of dogs surrendered to the MUNICIPALITY by residents.
- Acceptance of deceased domestic animals from the MUNICIPALITY's officers for cremation.

2) All fees due under this AGREEMENT shall be paid within thirty (30) days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of this AGREEMENT, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III

1) This AGREEMENT shall become effective on January 1, 2016 and shall continue in effect until December 31, 2016. Notwithstanding the foregoing, either party shall have the right to terminate this AGREEMENT with or without cause upon thirty (30) days written notice of such termination.

2) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this AGREEMENT without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.

3) If any term or provision of this AGREEMENT or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term

or provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this AGREEMENT.

City of Troy:

By: (Signature) _____

Municipal Official Name (Print): _____

Title: _____

Date: _____

MOHAWK AND HUDSON RIVER HUMANE SOCIETY

By: _____ Date: _____

Bradley Shear
Executive Director
Mohawk & Hudson River Humane Society

RESOLUTION OF THE CITY OF TROY'S BICENTENNIAL OF ITS INCORPORATION AND TO HONOR TROY'S FIRST MAYOR, COL. ALBERT PAWLING

WHEREAS, in 2013, the Col. Albert Pawling Memorial Statue Project kicked off its efforts to celebrate the City of Troy's Bicentennial of its incorporation and honor Troy's first mayor, Col. Albert Pawling; and

WHEREAS, Col. Albert Pawling served as Aide-de-Camp under General George Washington in the American Revolution, was elected first Sheriff of Rensselaer County, served three terms as Village President of Troy, and was appointed Troy's first mayor on April 15th, 1816; and

WHEREAS, Col. Pawling was considered to be "one of the greatest benefactors to the Village and City of Troy." and was "beloved and confided in by all regardless of party"; and

WHEREAS, in 2009, Adam J. Sanzone, dreamed to see this statue erected while attending Troy High School; and

WHEREAS, a few years later, with support and encouragement from Adam's friend and mentor, Gary Pavlic, they both formed the Col. Albert Pawling Memorial Statue Committee; and

WHEREAS, the committee members include, Adam J. Sanzone, Gary L. Pavlic, Thomas J. Sanzone, Daniel P. Curry . Don Rittner, John C. Hampshire III, Kimberly Sanger Jones, Laudelina Martínez, Kathryn T. Sheehan, Dawn A. Vink, Hon. Kenneth J. Zalewski; and

WHEREAS, the Col. Albert Pawling Memorial Statue Committee contracted with nationally known sculptor, Patrick Pigott of Halfmoon; raised \$68,000 for the completion of the project, and has dedicated the site of the statue as the Col. Albert Pawling Memorial Park; and

WHERE AS, during the statue project, it was discovered that Troy's predecessors planned to erect a statue of Col. Pawling in 1889, for the centennial of Troy's naming and in 1916, for the centennial of the incorporation of Troy as a city, but these efforts never materialized; and

WHEREAS, with the City of Troy's bicentennial here, it is important not only to recognize Troy's rich history, but also to recognize the hard work and dedication of the Col. Albert Pawling Memorial Statue Committee for realizing an idea that is 127 years old.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council recognizes and commends the efforts of Adam J. Sanzone and Gary Pavlic and the Committee for the Col. Albert Memorial Statue Project to initiate the celebration of Troy's Bicentennial Celebration.

BE IT FURTHER RESOLVED

Approved to form, March 17, 2016

Kevin P. Glasheen, Corporation Counsel

A RESOLUTION TO PROVIDE AN INFORMAL HONORARY DESIGNATION FOR A PORTION OF 4TH AVENUE BETWEEN 113TH AND & 114TH

WHEREAS, Joseph G. Manupella was born and raised in Lansingburgh, a graduate of Lansingburgh High School, a beloved resident and an icon in the City of Troy; and

WHEREAS, he was a longtime leader of the Lansingburgh Boys & Girls Club and Chairman of the Rensselaer County Legislature for 12 years; and

WHEREAS, Mr. Manupella enlisted in the Navy during World War II at the age of 15 and was an Army veteran of the Korean War where he was awarded two Purple Hearts while fighting in Korea; and

WHEREAS, many Troy residents wish to pay respect to the memory of Joseph G. Manupella and we would like join our community by paying tribute to him; and

WHEREAS, the local residents, as a tribute to Joseph Manupella, wish to provide an informal honorary designation as Manupella Way to a portion of 4th Avenue between 113th Street and 114th Street; and

WHEREAS, this honorary designation is not intended in any way to alter or change the official name of the street at that location as 4th Avenue nor in any way to alter the official City map; and

WHEREAS, the placement of any memorial sign or signs reflecting the honorary designation as Manupella Way may only be placed at a location or locations that are approved by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the portion of 4th Avenue between 113th and 114th shall have the honorary designation as Manupella Way and that a memorial sign(s) which shall reflect the “Manupella Way” honorary designation may be placed at an appropriate location(s) as approved by the City Engineer.

Approved as to form, March 9, 2016

Kevin Glasheen, Corporation Counsel

timesunion <http://www.timesunion.com/news/article/Joe-Manupella-Troy-icon-has-died-6305611.php>

Joe Manupella, Troy icon, has died

Remembered as Lansingburgh Boys & Girls Club champion

By Kenneth C. Crowe II Published 9:25 pm, Wednesday, June 3, 2015

Troy

Joseph G. Manupella, the longtime leader of the **Lansingburgh Boys & Girls Club**, a stalwart Democrat, chairman of the **Rensselaer County Legislature** for a dozen years and a man regarded as the living definition of Lansingburgh, died Wednesday. He was 87.

Called Joe by everyone, whether or not they knew him, Manupella was known for always extending assistance and always giving people another chance no matter how many they needed.

"He was an institution. He was the Lansingburgh we all knew growing up as kids and loved," said **Cathy Conroy**, who worked with Manupella for years.

More Information

Manupella was believed to have received every honor that the Lansingburgh community could bestow.

"He was iconic in the city of Troy, especially Lansingburgh," Mayor **Lou Rosamilia** said.

City residents were reeling after learning he had died Wednesday morning at **St. Mary's Hospital**. He'd been admitted Tuesday and spent his last hours joking and laughing with his grandchildren **Michael Manupella**, his son, said.

Even though he suffered from Parkinson's disease and other maladies, Manupella was at the Boys & Girls Club on Monday to work as executive director.

"He was the Lansingburgh Boys & Girls Club. His life was helping people," Conroy said.

Manupella became a member of the club in 1937 when he was 9 and never really left. He joined the club's board in 1963, served as its president in 1966 and took over as executive director in 1968.

"He was one of a kind. He was always on the outlook for helping the youth of the community," said Rensselaer County Democratic Chairman **Thomas Wade**, a club board member, who knew Manupella for more than 40 years.

Manupella served on the Rensselaer County Legislature for 32 years.

"On the legislature, he was always the innovator of social and rehabilitative programs. He was truly a pillar of the Lansingburgh community," Wade said.

Majority Leader **Ken Herrington**, who served with Manupella, recalled, "We would often debate an battle for long hours. But with Joe it was never personal, and he was always a gentleman who would always put aside partisan differences to work for the betterment of the county."

Manupella lied about his age to enlist in the Navy in World War II as a 15- year-old and was an Army veteran of the Korean War. Manupella joined the Army to avenge his brother George's loss of an eye in combat, family and friends said. Manupella was awarded two Purple Hearts while fighting in Korea.

When he returned home, he and George opened Hamburger Haven on 112th Street, and he later became a truant officer for the **Lansingburgh school** district.

But it was at the Boys & Girls Club that he found his place working with generations of children who called the club their second home.

"He loved the club," Michael Manupella said.

County Executive Kathleen Jimino said: "Joe Manupella's life epitomized service, from his time in uniform... to his positive impact on the lives of thousands of children who have benefited from the care, compassion, and mentorship he offered through his leadership of the Lansingburgh Boys & Girls Club."

In addition to his son, Manupella is survived by four grandchildren. Funeral arrangements for Sunday and Monday are pending with the McDonald & Son **Funeral Home**, 870 Second Ave.

kcrowe@timesunion.com • 518-454-5084 • @KennethCrowe

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**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
LANDSCAPING EASEMENT IN CONNECTION WITH A PROJECT AT 171 OAKWOOD AVENUE**

WHEREAS, 1844 Land Development, LLC is developing a project on a parcel of land known as 171 Oakwood Avenue; and

WHEREAS, the project will consist of twenty townhouse style homes that will generate additional tax revenue for the City on the parcel; and

WHEREAS, the project is located adjacent to the Frear Park Golf Course; and

WHEREAS, the project has received Zoning Board approval for density and set back variances and preliminary site plan approval from the Planning Commission; and

WHEREAS, the applicant requested a landscaping easement on property owned by the City for the purpose of removing low-lying brush and dead non-invasive trees thus providing prospective homebuyers with a view of the golf course as shown on attached map; and

WHEREAS, this is an area of the Frear Park golf course that is not regularly or easily maintained and will enhance the area adjacent to the 16th hole.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to enter into a landscaping easement agreement consistent with the terms of the easement attached hereto and made a part hereof.

Approved as to form, March 18, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

171 Oakwood Avenue is a project being developed by 1844 Land Development, LLC. The project involves the construction of 20 townhouse style homes on a parcel of land located on Oakwood avenue and adjacent to the Frear Park Golf Course. The project has received necessary Zoning Board approvals and a preliminary Site Plan approval from the Planning Commission. It is anticipated that the project will receive final site plan approval at the March meeting of the Planning Commission. It is anticipated that the respective units will be priced in the \$250,000 range. Among other things, the project will provide additional tax revenues to the City.

One component of the project calls for landscaping by the developer on City-owned land adjacent to the 16th hole on the golf course. The proposed landscaping easement will permit the developer to remove low-lying brush and dead non-invasive trees in order to provide prospective home buyers with a view of the golf course from the respective units. At the same time, it will enhance the appearance of the golf course by providing landscape maintenance to an area that is not regularly or easily maintained.

LANDSCAPING EASEMENT AGREEMENT

171 Oakwood Avenue, Troy, New York 12180

This Landscaping Easement Agreement (this "Agreement") is made and entered into as of the _____ day of _____ 2016, by and between **THE CITY OF TROY, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with offices located at 433 River Street, Fifth Floor, Troy, New York 12180 ("Grantor") and **1844 Land Development, LLC.**, a New York Limited Liability Company having its principal place of business at 1844 Darrow Road, Duaneburg, New York 12056 ("Grantee").

RECITALS

WHEREAS, in furtherance of "the Project" the Grantee herein has requested a Landscaping Easement from the Grantor, as the owner in fee simple of that certain real property located in Troy, Rensselaer County, New York as shown on the annexed map. "The Project" consists of twenty townhouse style homes on a 2.86 acre parcel adjacent to the Frear Park Golf Course, Troy, New York; also identified as Tax Map # 90.56-2-3.

WHEREAS, the Grantor has agreed to grant said Easement, subject to the terms, conditions and provisions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

- 1.) Areas designated as "Landscape Easement" as shown on the annexed map; are hereby granted to the Grantee as a nonexclusive easement for the purpose of installation* and maintenance of landscape plantings, removal of low-lying brush and dead non-invasive trees. *Installation must be as shown on the annexed "Landscaping Plan" and be approved by the City Engineer of the City of Troy, New York.
- 2.) No fence, wall, structure or other obstruction may be placed in said Landscape Easement Area. The lawn portion of such Landscape Easement area shall be maintained continuously by the Grantee.
- 3.) The Easement Area is subject to periodic inspection by the City of Troy Engineer or his representative regarding maintenance inspection and condition of existing trees and vegetation.

4.) Hold Harmless Provisions: The Grantee hereby releases the Grantor from and agrees that the Grantor shall not be liable for, and agrees to indemnify, defend and hold the Grantor and its elected officials, officers and employees and their respective successors and assigns or personal representatives, harmless from and against any and all (i) actual liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Easement Rights or arising by reason of or in connection with the occupation or use of the Landscape Easement Area by Grantee (or any contractor, employee or invitee thereof) or (ii) actual liability arising from or expense occurred by the Grantor's ownership of the Easement Area, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may result in any of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this **Landscaping Easement Agreement** as of the date first written above.

GRANTOR:

The CITY OF TROY, NEW YORK

By: _____
Hon. Wm. Patrick Madden, Mayor

STATE OF NEW YORK)

COUNTY OF RENSSELAER) ss.:

On the ____ day of _____ 2016, before me personally came to me **Hon. Wm. Patrick Madden, Mayor of the City of Troy, NY**, known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the GRANTEE upon behalf of which he acted, executed the instrument knowingly and willfully and that he knows and understands the terms of the Reacquisition Clause and that he signed his name by like order.

Notary Public, State of New York

GRANTEE:

1844 Land Development, LLC.

BY: _____
Kevin Vandenburg, President

STATE OF NEW YORK)

COUNTY OF RENSSELAER) ss.:

On the ____ day of _____ 2016, before me personally came to me **Kevin Vandenburg**, known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the GRANTEE upon behalf of which he acted, executed the instrument knowingly and willfully and that he knows and understands the terms of the Reacquisition Clause and that he signed his name by like order.

Notary Public, State of New York

R&R

Troy City Hall

Corporation Counsel

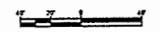
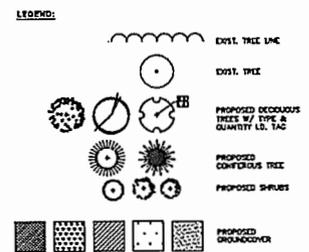
433 River Street, Suite 5000

Troy, New York 12180

File Name: P:\19172012\11011 Oakwood Ave\11011-001\11011-12-12-12.dwg [Printed: C-12 Landscape]
 Date: Nov 21, 2012 12:12:12 PM [User: jmw]



PLANT SCHEDULE						
ABRV	BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING (O.C.)	REMARKS
AR	ACER RUPESTRIS 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	14	3.5" - 4" CAL.	PER PLAN	SPRING DUG
QP	QUERCUS FALLENBERGII	PER OAK	5	2" - 3.5" CAL.	PER PLAN	SPRING DUG
BH	BETULA NIGRA 'HERITAGE'	RYER BRICH 'HERITAGE'	12	14" - 18" HT. CLUMP	PER PLAN	SPRING DUG
PS	PRUNUS STROBUS	WHITE PINE (SMALL)	22	4" - 5" HT.	PER PLAN	SPRING DUG
PL	PRUNUS STROBUS	WHITE PINE (LARGE)	7	8" - 10" HT.	PER PLAN	SPRING DUG
JM	JANIPERUS 'WICHTA BLUE'	WICHTA BLUE JAMPER	8	8" - 8" HT.	6' O.C.	SPRING DUG
ABRV	BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING (O.C.)	REMARKS
CA	CORNUS SERICEA 'BAILEY'	RED TWIG DOGWOOD	22	27 CONTAINER	10'	
VA	VIBURNUM 'E. RHYTHMPELLIN'	LEADER LEAF VIBURNUM	17	27 CONTAINER	10'	SPRING DUG
RD	RED VERTICILLATA	RED SPICE HYDRANGEA	20	23 CONTAINER	8'	SPRING DUG
BA	PRUNUS ARGENTEA 'OROW LOW'	'OROW LOW' FRAGRANT BOW/AC	268	23 CONTAINER	3'	SPRING DUG
ABRV	BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING (O.C.)	REMARKS
DP	DEHNSTAEDEA PUNCTULOLA	HAY-SCOTTED FERN	800	23 CONTAINER	24" O.C.	
SC	SEASONAL COLOR	N/A	363	4" POIS	8" O.C.	SEASONALLY APPROPRIATE
PP	POA PRATENSIS	KENTUCKY BLUEGRASS	PER LABEL	N/A	N/A	SOO ROLL
LM	SUN/SHADE SEED MIX	SUN/SHADE SEED MIX	PER LABEL	SEED	N/A	SEED ONLY
ML	WETLAND MIX	WETLAND MIX	PER LABEL	SEED	N/A	REFER TO NOTES ON D-5
BO	BOLDOCKS	BOLDOCKS	3 TONS	N/A	PER PLAN	



SUBMITTAL / REVISIONS			
NO.	DATE	DESCRIPTION	BY

PROJ. MANAGER: JWE
CHIEF DESIGNER: JWE
DESIGNED BY: JWE
DRAWN BY: AML
CHECKED BY: JWE

DRAFT

Engineering and Land Surveying, P.C.
 1533 Concord Road - Canton Park, NY 12005

1844 Land Development LLC
SIGNAGE AND LANDSCAPING PLAN
 171 Oakwood Avenue
 City of Troy New York

SCALE: 1"=40'
 CONTRACT No.: 072-12
 SHEET No.: C-12
 DATE: 2/28/2010
C-12



Engineering and Land Surveying, P.C.

Civil • Site • Environmental • Transportation • Structural • Bridge Inspection • Construction Inspection • Architecture • Land Surveying • 3D Laser Scanning

Proposed Description
Landscape Maintenance Easement
December 22, 2015

All that tract, piece or parcel of land, with the buildings and improvements thereon erected, situated in the City of Troy, County of Rensselaer, and State of New York and described as follows:

Beginning at an iron rod on the easterly bounds of Oakwood Avenue at the property corner of the lands now or formerly of 1844 Land Development, LLC and the lands now or formerly of The City of Troy Frear Park Golf Course; thence along said division line the following four (4) courses: 1) South $82^{\circ}36'56''$ East for a distance of 609.16 feet to a point 2) North $14^{\circ}04'43''$ East for a distance of 181.85 feet to a point 3) North $44^{\circ}37'18''$ West for a distance of 86.55 feet to a point and 4) North $14^{\circ}05'37''$ East for a distance of 56.29 feet to a capped iron rod labeled "Danskin"; thence through the said lands now or formerly of The City of Troy Frear Park Golf Course the following three (3) courses: 1) South $77^{\circ}55'56''$ East for a distance of 98.49 feet to a point 2) South $06^{\circ}01'03''$ East for a distance of 438.70 feet to a point and 3) North $82^{\circ}36'56''$ West for a distance of 787.51 feet to a point on the aforementioned easterly bounds of Oakwood Avenue; thence along said bounds North $14^{\circ}49'39''$ East for a distance of 146.23 feet to the point or place of beginning, containing $3.15\pm$ acres of land, more or less.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PMA MANAGEMENT CORP. TO PROVIDE THIRD PARTY CLAIM ADMINISTRATIVE SERVICES

WHEREAS, the City of Troy has excess insurance policies for General Liability and Automobile Coverage over and above the City's self-insured retention with the American Alternative Insurance Corporation for claims occurring prior to March 13, 2016 and with the Argonaut Insurance Company for claims occurring subsequent to March 13, 2016; and

WHEREAS, the respective insurance carriers have required the retention of PMA Management Corp. to provide third-party administrative services with respect to claims made under the respective policies as a condition of continued coverage ; and

WHEREAS, the City has negotiated a contract with PMA Management Corp. to provide the necessary Third-Party administrative services to the respective insurance carrier for the period of time from 3/13/16 to 3/13/17.

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to enter into an contract with PMA Management Corp. to provide such Third-Party administrative services substantially in accordance with draft agreement attached to this resolution.

Approved as to form, March 21, 2016

Kevin P. Glasheen, Corporation Counsel

Memo in Support

The City currently has a self-insured retention ("SIR") of \$500,000 for General liability and Automobile Claims. In order to protect the City against settlements and judgments above the SIR, the City has excess insurance policies with various insurance carriers.

Most recently, General Liability and Automobile excess insurance coverage has been provided by the American Alternative Insurance Company which is a subsidiary of the Munich Re Insurance Group for claims occurring prior to March 13, 2016. The policy provides for excess coverage of \$2 Million per occurrence and \$4 million aggregate. The carrier desires more complete reporting regarding the progress of matters and the setting of case reserves by the City on claims and has required the City to utilize the services of PMA Management Corp. to assist the City in providing the insurance carrier with an increased flow of information on cases and the setting of reserves as a condition of coverage. The Argonaut Insurance Company which provides coverage subsequent to March 13, 2016 has imposed a similar requirement on the City going forward.

The City has negotiated a contract with PMA Management Corp. That provides the minimum level of service required by the carriers. The annual cost of the contract will be \$13,375.

**AGREEMENT FOR THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT for third party claim administrative services (“TPA services”) made as of the 10th day of March 2016, by and between PMA Management Corp. (“PMA”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the City of Troy, New York (“Client”), a political subdivision of the State of New York, whose principal place of business is located at 433 River Street, Troy, New York 12180.

RECITALS

CLIENT is authorized by the State of New York to self-insure its commercial automobile, general liability, and police professional liability program; and

PMA, a duly authorized provider of third party administrator (“TPA”) services in the State of New York, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

- a) **“ALAE”** shall mean any cost or expense incurred in connection with the administration, investigation, adjustment or defense of claims. Client shall be responsible for the payment of all ALAE.
- b) **“Claim File”** shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) **“Qualified Claim”** shall mean any (1) commercial automobile liability claim; (2) general liability claim; and (3) police professional liability claim occurring within the term of this Agreement as well as (4) any Takeover Claim that PMA agrees to service under this Agreement. Multiple Qualified Claims may exist as a result of a single occurrence (e.g. both Bodily Injury and Property Damage claims can result from a single occurrence).
- d) **“Record Only Claim”** shall mean any timely reported claim specifically designated by Client to be Record Only, and not otherwise classified by PMA.
- e) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

2. TERM

This Agreement is effective beginning March 14, 2016 (“Effective Date”) for a term of one year until March 13, 2017; thereafter this Agreement shall automatically renew for successive one year terms until otherwise terminated in accordance with this Agreement. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 60 days’ notice to PMA. The current fee structure will remain in effect during the 60 day period.

3. TPA SERVICES

- a) PMA shall provide customary and appropriate commercial automobile, general liability, and police professional liability claim handling services for all Qualified Claims, limited to the following:
 - i. PMA will contact Client’s corporation counsel to obtain loss details and results of Client’s internal investigation. PMA will verify key items needed for ISO and Medicare Section 111 reporting and will report claims accordingly. PMA will provide results of ISO and Medicare Section 111 reporting to Client’s corporation counsel, but will not be responsible for future actions, including but not limited to medicare set-asides or determining conditional payments.
 - ii. PMA will recommend a claim reserve based upon information provided by Client’s corporation counsel.
 - iii. PMA will provide additional claim handling services as specifically set forth in this Agreement.
- b) Client shall assist PMA in providing TPA services as follows:
 - i. Client’s corporation counsel shall provide relevant documents to PMA for inclusion in the Claim File, at the inception of the Claim File and at least quarterly thereafter
 - ii. Client’s corporation counsel shall provide PMA claim activity summaries on a quarterly basis.
 - iii. Client’s corporation counsel shall oversee settlement of all claims and will provide payment instructions and settlement documents to PMA as required.
- c) Any and all additional claim handling services not specifically identified in this Agreement shall not be the responsibility of PMA.
- d) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.

4. **EXCESS REPORTING SERVICES**

- a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
 - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.
- b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

5. **RISK CONTROL SERVICES**

- a) Upon request, PMA will:
 - i. perform a risk management assessment;
 - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
 - iv. create and administer a specific risk control service project mutually agreed upon with Client.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE**

SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

6. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

- a) Should Client purchase access, then PMA will provide the following RMIS services:
- i. upon request, a conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
 - ii. access to PMA's RMIS for up to three users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
 - iii. standard reports available through PMA's RMIS;
 - iv. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- b) Should Client purchase access, then PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
 - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE**

POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- d) Obligations of Client regarding use of PMA's RMIS:
 - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
 - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding PMA's RMIS:
 - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
 - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

7. LEGAL SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
 - i. make recommendations to Client regarding legal matters;
 - ii. assist Client in the selection of expert witnesses and vendors;
 - iii. pursue all appropriate subrogation/contribution claims as directed by Client.
- b) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

8. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("**RRE**") as defined by the Centers for Medicare and Medicaid Services ("**CMS**"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.

- i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
 - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) PMA shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMA needs to query to determine the injured worker's Medicare status.
- d) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data for Section 111 reporting purposes.
- e) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- f) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

9. FUNDING of CLAIMS and EXPENSES

PMA will provide services under this agreement on an advice to pay basis and Client shall retain sole and exclusive responsibility for the payment of all claims and ALAE. PMA shall not pay any claim or ALAE under this Agreement, but will document claim payments through the use of non-banking statistical entries only. This section of the Agreement shall survive the termination of the Agreement.

10. PAYMENT of CLAIM HANDLING SERVICE FEES

- a) For claim handling services to be rendered under this Agreement, Client shall pay PMA an annual estimated fee, based upon the projected number of new claims to be serviced by PMA during the term of this Agreement. The annual estimated fee due to PMA is \$6,625, to be paid in four equal installments of \$1,656.25. Client shall pay the initial installment at the inception of this Agreement and subsequent installments quarterly thereafter.
 - i. At the end of each term year of this Agreement, PMA shall calculate for that year the actual fees for services based upon the number of claims multiplied by the following per claim fees:
 - 1. \$300 for each Automobile Liability Bodily Injury Claim
 - 2. \$200 for each Automobile Liability Property Damage Claim
 - 3. \$300 for each General Liability Bodily Injury Claim
 - 4. \$200 for each General Liability Property Damage Claim
 - 5. \$500 for each Police Professional Liability Claim

6. \$25 for each Record Only Claim

- ii. If PMA determines that the annual estimated fee paid by Client is less than the calculated actual fee incurred by Client, then PMA shall issue an invoice to reflect the amount due and owing by Client. If PMA determines that the annual estimated fee paid by Client is greater than the calculated actual fees incurred by Client, then PMA shall return the overpayment to Client, subject to minimum annual charges.
- b) PMA will bill Client for claim handling services to be rendered on a quarterly basis, along with any other fees (hereinafter identified) which shall be paid in full at inception of this Agreement. Client will pay such bills within 30 days after receipt. If bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.
- c) The minimum annual charge for this Agreement, which shall include all claim handling fees as well as the administrative fee, is \$10,000.

11. PAYMENT of TAKEOVER CLAIM HANDLING SERVICE FEES

- a) Client shall pay PMA an annual estimated fee based upon the projected number of Takeover Claims to be serviced by PMA during the term of this Agreement. Client agrees to pay PMA an annual estimated fee of \$4,250, to be paid in four equal installments of \$1,062.50. Client shall pay the initial installment at the inception of this Agreement and subsequent installments quarterly thereafter.
 - i. At the end of each term year of this Agreement, PMA shall calculate for that year the actual fees for services based upon the number of Takeover Claims multiplied by the following per claim fees:
 - 1. \$150 for each Automobile Liability Bodily Injury Claim
 - 2. \$100 for each Automobile Liability Property Damage Claim
 - 3. \$150 for each General Liability Bodily Injury Claim
 - 4. \$100 for each General Liability Property Damage Claim
 - 5. \$400 for each Police Professional Liability Claim
 - ii. If PMA determines that the annual estimated fee paid by Client is less than the calculated actual fee incurred by Client, then PMA shall issue an invoice to reflect the amount due and owing by Client. If PMA determines that the annual estimated fee paid by Client is greater than the fee incurred by Client, then PMA shall promptly return the overpayment to Client, subject to minimum annual charges.
- b) PMA will bill Client for claims handling services to be rendered on a quarterly basis. Client will pay such bills within 30 days after receipt. If the bill is not paid within 30 days of the due date, commencing at that time, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

12. ANNUAL ADMINISTRATIVE FEE

At the inception of this Agreement and annually thereafter, Client shall pay PMA an annual administrative fee of \$2,500 to cover the cost of basic administrative services and fees, which may include but are not limited to, account setup and initiation fees, account maintenance, incurred banking fees, and contract formation fees.

13. RISK CONTROL SERVICE FEES

- a) Except as set forth in subpart (b) below, upon Client's request, PMA shall provide risk control services at a rate of \$125.00 per hour.
- b) Upon Client's request PMA shall provide industrial hygiene services at a rate of \$140.00 per hour, plus expenses.
- c) Upon Client's request, PMA shall provide pricing on project activities.

14. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, or other applicable law or regulation to provide information to the claimant or other person; or
 - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
- d) This Section of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its

employees or agents, or over the detail, manner or methods of the performance of the services described herein.

- b) PMA shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMA.

16. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
 - i. by mutual agreement of the parties;
 - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
 - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
 - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
 - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
 - vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat

obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.

- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; or (ii) a disclosure of confidential or proprietary information by Client to any third party.
- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("Indemnitee") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.

- f) Neither party shall be liable to the other party for indirect, special, exemplary, punitive or consequential damages.
- g) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- h) This Section of the Agreement shall survive the termination of the Agreement.

18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:	Kevin Glasheen, Corporation Counsel City of Troy 433 River Street Troy, NY 12180
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For PMA:	President PMA Management Corp. 380 Sentry Parkway Blue Bell, PA 19422
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With a copy to:	General Counsel PMA Management Corp. 380 Sentry Parkway Blue Bell, PA 19422
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19. NON SOLICITATION of OTHER'S EMPLOYEES

Each party to this Agreement agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of the other party during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

20. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns.

21. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.

- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.

- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client’s obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF TROY, NEW YORK

BY: _____

BY: _____

TITLE: _____

TITLE: _____

**RESOLUTION CONFIRMING THE APPOINTMENT OF MONICA KURZEJESKI AS
DEPUTY MAYOR**

WHEREAS, the Troy City Charter § C-46 states that there shall be a Deputy Mayor; and

WHEREAS, the Mayor has appointed Monica Kurzejeski to the position of Deputy Mayor; and

WHEREAS, Section C-51 of the Troy City Charter states that all appointments by the Mayor shall be made in writing and filed in the Office of the City Clerk; and

WHEREAS, the Mayor's appointment of Monica Kurzejeski, has duly made in writing and filed in the office of the City Clerk, and

WHEREAS, Section C-46 of the Troy City Charter states that the Mayor's appointment of the Deputy Mayor shall be subject to confirmation by the City Council; and

WHEREAS, Ms. Kurzejeski appeared before the Finance Committee of the City Council on January 21, 2016 and

WHEREAS, Ms. Kurzejeski appears to the City Council to be well qualified for the position of Deputy Mayor.

NOW THEREFORE, BE IT RESOLVED, that the City Council does hereby confirm the Mayor's appointment of Monica Kurzejeski to the position of Deputy Mayor.

Approved as to form, March 21, 2016

Kevin P. Glasheen, Corporation Counsel

**RESOLUTION CONFIRMING THE APPOINTMENT OF KEVIN GLASHEEN AS
CORPORATION COUNSEL**

WHEREAS, the Troy City Charter § C-76 states that there shall be a Corporation Counsel; and

WHEREAS, the Mayor has appointed Kevin P. Glasheen to the position of Corporation Counsel; and

WHEREAS, Section C-51 of the Troy City Charter states that all appointments by the Mayor shall be made in writing and filed in the Office of the City Clerk; and

WHEREAS, the Mayor's appointment of Kevin P. Glasheen, has duly made in writing and filed in the office of the City Clerk, and

WHEREAS, Section C-46 of the Troy City Charter states that the Mayor's appointment of Corporation Counsel shall be subject to confirmation by the City Council; and

WHEREAS, Mr. Glasheen appeared before the Law Committee of the City Council on January 21, 2016 and

WHEREAS, Mr. Glasheen appears to the City Council to be well qualified for the position of Corporation Counsel.

NOW THEREFORE, BE IT RESOLVED, that the City Council does hereby confirm the Mayor's appointment of Kevin P. Glasheen to the position of Corporation Counsel.

Approved as to form, March 21, 2016.

Kevin P. Glasheen, Corporation Counsel

**RESOLUTION CONFIRMING ADAM J. HOTALING'S APPOINTMENT TO THE
TROY INDUSTRIAL DEVELOPMENT AUTHORITY (TROY IDA)**

WHEREAS, Chapter 43-A of the Consolidated Laws of New York State, "Public Authorities Law", created and established the Troy Industrial Development Authority, hereinafter, "the Troy IDA", and

WHEREAS, the Troy IDA consist of a chairman and eight other members, all of whom are appointed by the Mayor of the City, subject to confirmation by the City Council, for a term of three (3) years, and shall include: two (2) members of the City Council of the City of Troy; one (1) representative of the school board; and one (1) representative from each of the fields of business, industry and labor, and

WHEREAS, a vacancy exists on the Troy IDA as a result of the departure of the Kathy Cietek, whose term expired, who is the representative of the Troy School Board.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Troy hereby confirms Adam J. Hotaling as the member / representative of the School Board to the Troy IDA to replace Kathy Cietek for a three year term commencing immediately.

Approved as to form, March 21, 2016

Kevin P. Glasheen, Corporation Counsel

RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF TROY

BE IT RESOLVED, that the City Council hereby appoints the following person, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term,

Robin Hansen- 05/01/16-05/01/18
3 122nd Street
Troy, New York 12181

Rosemarie Karamé - 04/07/16-04/07/18
35 Ballina Street
Troy, New York 12180

Approved as to form, March 21, 2016

Kevin P. Glasheen, Corporation Counsel

RESOLUTION RECOGNIZING APRIL 22, 2016 AS EARTH DAY IN THE CITY OF TROY AND DESIGNATING SATURDAY, APRIL 23, 2016 AS TROY EARTH DAY CITYWIDE CLEANUP

WHEREAS, April 22, 2016 will be the forty-sixth anniversary of Earth Day and a time to assess the work still needed to protect the natural gifts of our planet; and

WHEREAS, Saturday, April 23, 2016 is designated as Troy's Earth Day Citywide Cleanup; and

WHEREAS, Since the first Earth Day in 1970, people around the world have created ways to celebrate Earth, to observe the beauty and vitality of nature, and to renew their commitment to saving our living planet; and

WHEREAS, The global community now faces extraordinary challenges such as environmental degradation, climate change, food and water shortages, and global health issues; and

WHEREAS, All people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment; and

WHEREAS, It is understood that the citizens of the global community must step forward and take action to create positive environmental change to combat the aforementioned global challenge; and

WHEREAS, A sustainable environment can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, It is necessary to broaden and diversify the environmental movement to achieve maximum success;

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy recognizes April 22, 2016 as "Earth Day" and commits itself to undertaking programs and projects that enhance the community's natural environment; and,

BE IT FURTHER RESOLVED, City of Troy's Earth Day Citywide Cleanup will be held Saturday, April 23, 2016 whereby neighborhood and volunteer organizations will be active in community clean up and beautification projects.

RESOLVED, The City of Troy hereby encourages its residents, businesses and institutions to use Earth Day to celebrate the earth and commit to building a sustainable society.

Approved as to form, March 16, 2016

Kevin Glasheen, Esq., Corporation Counsel

RESOLUTION HONORING THE SESQUICENTENNIAL OF CONGREGATION BERITH SHOLOM

WHEREAS, Congregation Berith Sholom is celebrating its Sesquicentennial in the year 2016; and

WHEREAS, Congregation Berith Sholom's home is the oldest building in New York State in continuous use as a synagogue; and

WHEREAS, Congregation Berith Sholom has been an active part of the Troy community since its founding, contributing to the religious diversity of our city; and

WHEREAS, Rabbi Debora S. Gordon has served the congregation for eighteen years, the second longest serving rabbi in its history; and

WHEREAS, Congregation Berith Sholom is celebrating its history and welcomes the next 150 years by four celebratory events in 2016,

NOW, THEREFORE BE IT RESOLVED that the City of Troy hereby does congratulate Congregation Berith Sholom on its 150 year anniversary and recognize May 1, 2016 as Community Day.

Approved as to form, March 28, 2016

Kevin Glasheen, Esq., Corporation Counsel