

**TROY CITY COUNCIL AGENDA
SPECIAL MEETING
January 21, 2016
7:00 P.M.**

Pledge of Allegiance
Roll Call
Special Rules of Order Section 2-25 Public Forum

LOCAL LAW

ORDINANCES

1. Ordinance to Amend the FY 2016 Budget to Receive Federal Revenue in the Amount of \$16,500 from the "Police Traffic Services Program," Grant Administered through the NYS Governor's Traffic Safety Committee and Appropriate the Funds to the Troy Police Department Accounts in The Same Amount For Expenditure. (Council President Mantello) (At the Request of the Administration)
2. Ordinance to Amend the FY 2016 Budget to Receive Federal Revenue in the Amount of \$6,050 From the "Bicycle Helmet And Child Safety Program," Grant Administered through the NYS Governor's Traffic Safety Committee and Appropriate the Funds to the Troy Police Department Accounts in The Same Amount For Expenditure. (Council President Mantello) (At the Request of the Administration)
3. Ordinance to Amend the FY 2016 Budget in the Amount Of \$5,000 to Be Received from The NYS Governor's Traffic Safety Committee and Appropriate the Funds to the Troy Police Department Accounts in the Same Amount for Expenditure. (Council President Mantello) (At the Request of the Administration)
4. Ordinance Amending the 2016 Special Revenue Budget to Accept a New York State Homeland Security Grant for the Purpose of Supporting the City's Counter Terrorism Mission (Council President Mantello) (At the Request of the Administration)
5. Ordinance Authorizing the Mayor to Execute an Agreement with the Town of Halfmoon for the Supply of Water to the Town at the Wholesale Rate for Twenty (20) Years. (Council President Mantello) (At the Request of the Administration).
7. Ordinance Amending The 2016 Special Revenue Fund To Establish A Special Revenue Project/Account And To Appropriate Certain Funds For The Purpose Of Developing A Comprehensive Plan (Council President Mantello) (At the Request of the Administration)

RESOLUTIONS

1. Resolution Authorizing and Endorsing the Mayor to Submit a Grant Application to the Hudson River Valley Greenway Under The Hudson River Valley Greenway Grant Program for a Project Entitled the Uncle Sam Trail Improvement Program (Council President Mantello) (At the Request of the Administration)

4. Resolution Adopting a Negative Declaration for the City of Troy 2015 Water Main Replacement Project (Council President Mantello) (At the Request of the Administration)
5. Resolution Authorizing the Mayor to Execute an Easement for the Benefit of Niagara Mohawk Power Corporation (Council President Mantello) (At the Request of the Administration)
7. Resolution Authorizing the Items Listed Below Pursuant to the Bonds Acts Enacted in 1965, 1972, and 1996 and the Environmental Protection Fund, as well as Federal Grant Awards Available for Such Projects (Council President Mantello) (At the Request of the Administration)

7. Ordinance Amending The 2016 Special Revenue Fund To Establish A Special Revenue Project/Account And To Appropriate Certain Funds For The Purpose Of Developing A Comprehensive Plan (Council President Mantello) (At the Request of the Administration)

RESOLUTIONS

1. Resolution Authorizing and Endorsing the Mayor to Submit a Grant Application to the Hudson River Valley Greenway Under The Hudson River Valley Greenway Grant Program for a Project Entitled the Uncle Sam Trail Improvement Program (Council President Mantello) (At the Request of the Administration)
 4. Resolution Adopting a Negative Declaration for the City of Troy 2015 Water Main Replacement Project (Council President Mantello) (At the Request of the Administration)
 5. Resolution Authorizing the Mayor to Execute an Easement for the Benefit of Niagara Mohawk Power Corporation (Council President Mantello) (At the Request of the Administration)
 7. Resolution Authorizing the Items Listed Below Pursuant to the Bonds Acts Enacted in 1965, 1972, and 1996 and the Environmental Protection Fund, as well as Federal Grant Awards Available for Such Projects (Council President Mantello) (At the Request of the Administration)
-

TABLED LEGISLATION 2016:

ORDINANCE TO AMEND THE FY 2016 BUDGET TO RECEIVE FEDERAL REVENUE IN THE AMOUNT OF \$16,500 FROM THE "POLICE TRAFFIC SERVICES PROGRAM," GRANT ADMINISTERED THROUGH THE NYS GOVERNOR'S TRAFFIC SAFETY COMMITTEE AND APPROPRIATE THE FUNDS TO THE TROY POLICE DEPARTMENT ACCOUNTS IN THE SAME AMOUNT FOR EXPENDITURE.

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

Section 1. The 2016 city budget is hereby amended to receive federal revenue in the amount of \$16,500 from the "Police Traffic Service Program," administered through the New York State Governor's Traffic Safety Committee and appropriate the funds to the Troy Police Department accounts in the same amount for expenditure as provided in schedule "A" entitled:

"Police Traffic Services – 2016"

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM OF SUPPORT

Title: Ordinance to amend the FY 2016 budget to receive federal revenue in the amount of \$16,500, administered through the NYS Governor's Traffic Safety Committee and appropriates the funds to the Troy Police Department accounts in the same amount for expenditure.

Summary of Provisions: The ordinance allows for the acceptance of a "Police Traffic Service Grant" in the Amount of \$16,500. The goal of this grant is to increase seat belt usage and reduce aggressive speeding.

Effect on Present Law: None

Purpose: The federal funds will enable the Troy Police Department to purchase the aforementioned protective equipment, which were not budgeted in the FY 2016 City Budget.

Fiscal Impact: Will increase revenues and appropriations within the FY 2016 budget by \$16,500.

Council Committee: Finance

ANDREW M. CUOMO
Governor



Governor's Traffic
Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

Support #1 Ord
CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111
Ph: (518) 474-5777
Fx: (518) 473-6946

September 29, 2015

Salvatore Carello
Traffic Sergeant
Troy City Police Department
55 State Street
Troy, NY 12180

Re: PTS-2016-Troy City PD -00243-(042)
Police Traffic Services
DMV01-T006059-3700393
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2015

Dear Traffic Sergeant Salvatore Carello:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Troy City Police Department has been awarded \$16,500 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:lo
Enclosure
cc: Joseph Mazzariello



Schedule A Police Traffic Services

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
2016 Budget Amendment			
<u>General Fund</u>			
Revenue - A510			
A.3000.4389.0088			
Federal Funds Police Traffic Svces.	\$0.00	<u>\$16,500.00</u>	\$16,500.00
Expenditures - A960			
A3120-0103-0088			
Police _Overtime Traffic Enforcement	\$0.00	<u>\$16,500.00</u>	\$16,500.00

*Or as previously amended

ORDINANCE TO AMEND THE FY 2016 BUDGET TO RECEIVE FEDERAL REVENUE IN THE AMOUNT OF \$6,050 FROM THE "BICYCLE HELMET AND CHILD SAFETY PROGRAM," GRANT ADMINISTERED THROUGH THE NYS GOVERNOR'S TRAFFIC SAFETY COMMITTEE AND APPROPRIATE THE FUNDS TO THE TROY POLICE DEPARTMENT ACCOUNTS IN THE SAME AMOUNT FOR EXPENDITURE.

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

Section 1. The 2016 city budget is hereby amended to receive federal revenue in the amount of \$6,050.00 from the "bicycle helmet and child safety program," administered through the New York State Governor's Traffic Safety Committee and appropriate the funds to the Troy Police Department accounts in the same amount for expenditure as provided in schedule "A" entitled:

"Bicycle Helmet and Child Safety Program – 2016"

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM OF SUPPORT

Title: Ordinance to amend the FY 2016 budget to receive federal revenue in the amount of \$2,550 for the “Bicycle Helmet” and \$3,500 for the ” Child Safety” Program, administered through the NYS Governor’s Traffic Safety Committee and appropriates the funds to the Troy Police Department accounts in the same amount for expenditure.

Summary of Provisions: The ordinance allows for the acceptance of a “Bicycle Helmet Safety Program” that will enable the Troy Police Department to purchase needed bicycle helmet (\$2,500) and the acceptance of a Child Passenger Safety Program that will allow for the purchase needed child safety seats (\$ 3,500)

Effect on Present Law: None

Purpose: The federal funds will enable the Troy Police Department to purchase the aforementioned protective equipment, which were not budgeted in the FY 2016 City Budget

Fiscal Impact: The “Bicycle Helmet” funds of \$ 2,550 and the “Child Safety” funds of \$3,500 will increase revenues and appropriations within the FY 2016 budget by \$6,050.

Council Committee: Finance

Schedule A Bicycle Helmet and Child Safety Program

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
2016 Budget Amendment			
<u>General Fund</u>			
Revenue - A510			
A.3000.4389.0082			
Federal Funds			
Bicycle Helmet Safety	\$2,550		
Child Passenger Safety	\$3,500	\$0.00	<u>\$6,050.00</u>
			\$6,050.00
Expenditures - A960			
Public Safety Police			
A3120-303-0082			
Other Materials and Supplies_BHS and Child Safety Prog		\$0.00	<u>\$6,050.00</u>
			\$6,050.00

*Or as previously amended

Support #4

ANDREW M. CUOMO
Governor



Governor's Traffic
Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111
Ph: (518) 474-5777
FX: (518) 473-6946

September 23, 2015

Salvatore Carello
Traffic Sergeant
Troy City Police Department
55 State Street
Troy, NY 12180

Re: HS1-2016-Troy City PD -00151-(042)
Bicycle Helmet Safety
SA00000180
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2015

Dear Traffic Sergeant Salvatore Carello:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Troy City Police Department has been awarded \$2,550 to participate in the New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:lo
Enclosure
cc: Joseph Mazzariello

ANDREW M. CUOMO
Governor



Governor's Traffic
Safety Committee

CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111
Ph: (518) 474-5777
Ex: (518) 473-6946

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

*Support
over #2*

September 28, 2015

Salvatore Carello
Traffic Sergeant
Troy City Police Department
55 State Street
Troy, NY 12180

Re: CPS-2016-Troy City PD -00230-(042)
Child Passenger Safety Program
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2015

Dear Traffic Sergeant Salvatore Carello:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Troy City Police Department has been awarded \$3,500 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:lo
Enclosure
cc: Joseph Mazzariello



Department of
Motor Vehicles

ORDINANCE TO AMEND THE FY 2016 BUDGET IN THE AMOUNT OF \$5,000 TO BE RECEIVED FROM THE NYS GOVERNOR'S TRAFFIC SAFETY COMMITTEE AND APPROPRIATE THE FUNDS TO THE TROY POLICE DEPARTMENT ACCOUNTS IN THE SAME AMOUNT FOR EXPENDITURE.

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

Section 1. The 2016 city budget is hereby amended to receive \$ 5,000 from the New York State Governor's Traffic Safety Committee and appropriates the funds to the Troy Police Department accounts in the same amount for expenditure as provided in schedule "A" entitled:

"Pedestrian Education and Enforcement Safety Corridor 2016"

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

MEMORANDUM OF SUPPORT

Title: Ordinance to amend the FY 2016 budget to receive \$5,000.00 from NYS Governor's Traffic Safety Committee and appropriates the funds to the Troy Police Department accounts in the same amount for expenditure.

Summary of Provisions: To participate in the New York State Highway Safety Program

Effect on Present Law: None

Purpose: Goal of these funds is to reduce the number of crashes, injuries and deaths on New York roads.

Fiscal Impact: None, 100% reimbursed

Council Committee: Finance

ANDREW M. CUOMO
Governor



Governor's Traffic
Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111
Ph: (518) 474-5777
Fx: (518) 473-6946

Support CW #3

September 23, 2015

Salvatore Carello
Traffic Sergeant
Troy City Police Department
55 State Street
Troy, NY 12180

Re: HS1-2016-Troy City PD -00160-(042)
Pedestrian Education and Enforcement Safety Corridor
SA00000197
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2015

Dear Traffic Sergeant Salvatore Carello:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Troy City Police Department has been awarded \$5,000 to participate in the New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:lo
Enclosure
cc: Joseph Mazzariello



Schedule A
Pedestrian Education and Enforcement Safety Program
Public Safety Police

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
2016 Budget Amendment			
<u>General Fund</u>			
Revenue - A510			
A.3000.4389.0418	\$0.00	<u>\$5,000.00</u>	\$5,000.00
NYS Governor's Traffic Safety (Federal Pass Through)			
Expenditures - A960			
A3120.103.0418	\$0.00	\$5,000.00	\$5,000.00
Pedestrian Education & Safety Overtime			
Total		<u>\$5,000.00</u>	

*Or as previously amended

**ORDINANCE AMENDING THE 2016 SPECIAL REVENUE BUDGET TO
ACCEPT A NEW YORK STATE HOMELAND SECURITY GRANT FOR THE
PURPOSE OF SUPPORTING THE CITY'S COUNTER TERRORISM MISSION**

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 Tactical Team Grant FY 2015

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

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

Title: Ordinance amending the 2016 Special Revenue Budget to accept a 'NY State Homeland Security Grant for the purpose supporting the City's counter terrorism mission as well as attainment of the New York State Division of Criminal Justice Services SWAT Team Standards

Effect on Present Law: None

Purpose: These funds are to be directed towards law enforcement terrorism prevention activities. They will specifically be used to purchase of body armor, ballistic helmets, tactical uniforms and outer garments.

Fiscal Impact: None - 100% Reimbursable.

Council Committee: Public Safety/Finance



Homeland Security
and Emergency Services

Ord # 14
Support

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

December 7, 2015

The Honorable Louis Rosamilia
Mayor, City of Troy
433 River Street
Troy, NY 12180

Dear Mayor Rosamilia:

I am pleased to announce that the City of Troy has been awarded \$100,000 in federal funding under the FY2015 Tactical Team Grant Program. Funding for this initiative is provided through the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is December 7, 2015 through August 31, 2018.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

As a reminder, all capabilities developed through federal FY2015 SHSP funding are required to be deployable regionally and nationally per the Federal Notice of Funding Opportunity. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

A representative from DHSES's Grants 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,

John P. Melville
Commissioner

Cc: Captain Brian Owens, City of Troy Police Department

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C164159 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Troy, City of 1 Monument Square Troy, NY 12180	TYPE OF PROGRAMS: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15164159
FEDERAL TAX IDENTIFICATION NO: 14-6002472 MUNICIPALITY NO: (if applicable) 380257000 000 SFS VENDER NO: 1000002394 DUN & BRADSTREET NO: 086955077	INITIAL CONTRACT PERIOD: FROM 12/07/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: \$100,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: . Date: State 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". GRANTEE: BY: Mr. Louis Rosamilla , Mayor Date:	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	COMPTROLLER'S SIGNATURE Title: _____ Date: _____

Award Contract

SHSP

Project No.
TT15-1056-E00

Grantee Name
Troy, City of

12/10/2015

Budget Summary by Participant

Troy, City of - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Tactical training	1	\$9,850.00	\$9,850.00	\$9,850.00	\$0.00
Total				\$9,850.00	\$9,850.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Body armor	01LE-01-ARMR	1	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
2	Ballistic helmets	01LE-01-HLMT	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
3	Tactical uniforms and outergarments	01LE-02-BDUS	1	\$5,450.00	\$5,450.00	\$5,450.00	\$0.00
4	Tools, power, electric	03SR-02-TPEL	1	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
5	Tools, hand - exothermic torch	03SR-02-TLHN	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
6	Equipment, illumination, IR	04MD-01-IRIL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total					\$85,950.00	\$85,950.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Transportation, lodging and meals for training courses	1	\$4,200.00	\$4,200.00	\$4,200.00	\$0.00
Total				\$4,200.00	\$4,200.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Troy City Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

SCHEDULE A
City of Troy 2016 Special Revenue Budget Amendment

Public Safety - Police
NYS Homeland Security Grant (FY 2015)
Tactical Team Grant Program

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>Special Revenue Fund</u>			
Revenue - CD510			
CD3000.4305.8000.8333 NYS Homeland Security	\$ -	\$ 100,000	\$ 100,000
Total Revenue Increase		<u><u>\$ 100,000</u></u>	
Expenditures - CD960			
CD.2013.0203.8000.8333 Purchase of Equipment	\$ -	\$ 100,000	\$ 100,000
Total Expenditures Increase		<u><u>\$ 100,000</u></u>	

* or as previously revised

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE TOWN OF HALFMOON FOR THE SUPPLY OF WATER TO THE TOWN
AT THE WHOLESALE RATE FOR TWENTY (20) YEARS**

WHEREAS, the City would like to sell water on a wholesale basis and the Town of Halfmoon would like to purchase water; and

WHEREAS, the City Administration and the Administration for the Town of Halfmoon have negotiated a tentative agreement for the City to supply water to the Town at the Wholesale Water Rate for a period of twenty (20) years at the Wholesale Water Rate, subject to the approval of the Town Board of Halfmoon and the Troy City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to enter into an agreement on behalf of the City of Troy with the Town of Halfmoon for a period of twenty (20) years, the final content of said agreement to be substantially in the form of the agreement on file in the office of the Corporation Counsel and as attached hereto as schedule "A" and made a part hereof.

Approved as to form January 13, 2016

Kevin P. Glasheen, Corporation Counsel

**AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
THE TOWN OF HALFMOON**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 (hereinafter called the "Agreement", the "Contract", or the "Agreement and Contract"), by and between the Town of Halfmoon (hereinafter called the "Buyer"), and the City of Troy, a municipal corporation within the County of Rensselaer, State of New York, acting by and through its Mayor, with the approval of its City Council (hereafter called "City").

WITNESSETH:

WHEREAS, the City Council of Troy has at a regular meeting, by resolution duly passed, voted to sell and supply water under a contract which shall provide the terms and conditions of sale, furnishing of water and payment for same.

WHEREAS, the Town of Halfmoon, at a regular meeting, by resolution duly passed, voted to purchase water from the City under a contract which shall provide the terms and conditions of sale, furnishing of water and payment for same.

WHEREAS, the Buyer and the City have determined to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS AND INTERPRETATIONS

Section 101, Short Title. This Agreement may be referred to as the "Troy - Halfmoon Water Supply Agreement".

Section 102, Meanings and Construction.

A. Definitions. For all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

1. "Average Daily Flow" means the total volume of water measured in gallons over a 365 day period at a metering station divided by 365 days.
2. "Department" means the Department of Public Utilities of the City of Troy.
3. "Inter-municipal Water Rate" means the standard water rate that the City of Troy is using with its wholesale customers.
4. "Mayor" means the Mayor of the City of Troy or his designee.
5. "Maximum Daily Flow" means the highest total volume of water measured in gallons at a metering station over any consecutive twenty-four (24) hour period during a calendar year.
6. "Peak Hourly Flow" means the highest total volume of water measured in gallons at a metering station over any consecutive sixty (60) minute period.
7. "Person" means any individual, firm, company, association, society, corporation, political subdivision, fire district, or group.
8. "Planned Utilization" means the capacity in City waterworks that the Buyer desires to use.
9. "Waterworks" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, and transmission of water.

B. Construction. This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1. Definitions include both singular and plural;
2. Pronouns include both singular and plural and include both genders.

ARTICLE II

GENERAL PROVISIONS

Section 201. Obligations of the Buyer. The Buyer understands and agrees to the following obligations, limitations, and commitments, in return for the City's agreement to permit connection by the Buyer to the City's waterworks.

A. **Limitation of Rights.** Nothing in this Agreement shall be construed as a grant by the City of any exclusive right or privilege. The provision of water by City to Buyer does not grant any rights of ownership in Troy's waterworks. The Buyer shall comply in all respects with the City's Rules and Regulations of water use unless otherwise specified herein.

B. **Charges and Fees.** The Buyer shall make payment of all charges described in this Agreement to the City within 30 days of date of invoice, but in no case later than 45 days from the date of the meter reading. Unless expressly provided for otherwise.

C. **Terms of Delivery.** The Buyer may use or distribute water purchased from the City within the Buyer's corporate limits and may only resell to the City of Mechanicville and the Town of Clifton Park under existing inter municipal agreements. Any additional sales may only be made with the express due consent of the City with 15% of that revenue being paid to the City.

D. **Control of System Leaks and Wasteful Use.** The Buyer shall operate and maintain its waterworks in accordance with customary practices and with the guidelines set forth below. The Buyer shall do all in its power to minimize the wasteful use of water within its service area. Should the City impose restrictions on water use on its customers (e.g., sprinkling bans) the Buyer shall conform to such restrictions within all areas covered by this contract. The imposition of said restrictions shall be within the sole and exclusive discretion of the City. Nothing in this agreement shall prevent the Buyer from imposing its own restrictions above and beyond those imposed by the City. The Buyer shall ensure that if it installs devices to raise the water pressure it shall also install suitable back flow prevention devices as required by state or federal law and the City. The Buyer shall ensure that any re-pumping of water supplied by the buyer be on a schedule approved by the City and in conformance with all existing cross connection regulations.

E. **Conformance to Law.** The Buyer shall abide by all applicable laws of the United States and the State of New York, together with such Rules and Regulations as the City may promulgate from time to time with regard to its waterworks.

F. There shall be no minimum number of gallons per day during the life of the agreement.

Section 202. Obligations of the City. The City agrees to the following obligations, limitations and commitments, in return for the timely payment by the Buyer of the charges specified in this agreement.

A. Contract Service Area. The City shall deliver water to the Town of Halfmoon at the City line, at the meter pit on the 24 inch main on the west side of Second Avenue, opposite of Roosevelt Avenue and at any other mutually agreed upon delivery points, at the existing pressure and quality in those distribution mains, subject to the limitations in Section 201(C) of this Agreement.

B. Measurement of Flows. The measurement of water delivered to the Buyer shall be undertaken by the Buyer with the approval of the City. Such flow measurements shall be made by approved metering devices owned by the Buyer at locations determined by the City. All such metering devices shall be inspected at least quarterly and calibrated periodically by the Buyer. A copy of the inspection and calibration reports shall be filed with the City's Department of Public Utilities. The City may request the Buyer to test and certify as to the accuracy of the metering device at more frequent intervals. The cost of such tests shall be paid by the Buyer. In the meter chamber or house provided for such meter, or in the vicinity thereof, there shall be maintained a bypass to be used only in the event of meter failure. The bypass valve shall be chained and sealed and operated only with the express consent of the City. If the seal is broken at any time, other than authorized by the City, the bill will reflect same in estimated charges and a 10% additional penalty will be assessed. In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by the City based on past records of a comparable period. The estimates shall be used by the City to establish the Buyer's payments to the City for the period of missing or inaccurate data. Any and all repair costs associated with the metering device(s) shall be the sole responsibility of the Buyer.

C. Records, Accounts and Audits. The City shall keep records and accounts, with complete and correct entries of all its transactions with the Buyer, which, shall at reasonable times, be subject to the inspection of any officer or agent of the Buyer.

D. The city shall supply the Buyer with up to a total of 4 MGD for the life of this agreement. The parties agree that if the Buyer requires in excess of 4 MGD, the Buyer may serve notice in writing on the Seller of its desire to begin negotiations for an amendment to the contract related to the amount of water supplied.

Section 203. Obligations of Both Parties. The City and the Buyer both agree to the following obligations, limitations, and commitments.

A. Assignment of Users. The Buyer's users of its waterworks shall be served by water facilities owned, operated and maintained by the Buyer, unless there is written amendment to this Agreement.

B. Responsibility for System Operation and Maintenance. The City assumes no responsibility for the operation and maintenance of water works constructed and owned by the Buyer . The City's waterworks shall be operated and maintained by the City, and the Buyer assumes no responsibility for the operation and maintenance of the same, with the exception of costs set forth in Article III. The City shall not be responsible or liable in any way for the acts of God, or any other act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement.

Section 204. Impairment of Supply.

A. Responsibility. The furnishing of water by the City under this Agreement shall not impair the furnishing of water by the City to its customers. The City may not be compelled to furnish water to the buyer continuously in the case of accident, or in the event that the water mains or their appurtenance or the source upon which this supply is dependent are impaired. For the purposes of this subsection, the word "accident" shall mean any occurrence occasioned by the consequences of any act of God as hereinafter defined, act of public enemy, wars, blockades, riots, natural disasters, civil disturbances, labor strikes, power failures, explosions, or any cause which is not within the control of the City, or which the City is unable to overcome by the exercise of due diligence. The City shall be the sole judge in all these matters, and its decisions shall be final and binding upon the Buyer.

B. Acts of God. Neither the City nor the Buyer shall be liable in damages or otherwise for failure to perform any obligation under this agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure or want of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of such party and which act, omission or circumstances such party is unable to prevent or overcome by the exercise of due diligence. Such causes or contingencies affecting the performance by either the City or the Buyer, however, shall not relieve such party of liability in the event of its negligence, intentional actions, or in the event of such party's failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall causes or contingencies affecting performance relieve the Buyer from its obligations to make payments of amounts then due in respect to water theretofore delivered.

C. Indemnification. The Buyer shall exonerate, indemnify and save harmless the City from all claims and demands which the City is legally bound to pay whether for injuries to persons or loss of life or damage to property occurring within or about any of the connections exclusively supplying water to the buyer; excepting, however, such claims and demands, whether for injuries to persons or loss of life or damages to property, as shall be caused by any act or omission of the City or

its agent. The phrase "claims and demands" includes court costs and expenses, legal fees and judgments.

Section 205. Correspondence. Correspondence by the Buyer to the City concerning any item in this agreement shall be sent to:

**City of Troy
Department of Public Utilities
25 Water Plant Road
Troy, New York 12182**

Correspondence by the City to the Buyer concerning any item in this agreement shall be sent to:

**Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065**

ARTICLE III

PAYMENTS FOR SERVICES

Section 301. Buyer shall pay for all water delivered by City based on the metered water use of the Buyer as determined pursuant to Section 202(b) multiplied times the metered inter-municipal water rate used by the City which shall be \$1.96586 for the period of May 1, 2014 until April 30, 2015 which will increase by the CPI each May 1 thereafter.

Section 302. Billing Cycle. The City shall bill the Buyer four times per year, on February 1, May 1, August 1, and November 1. Billings shall be rendered to Buyer and become due and payable at the Treasurer's Office of the City within thirty (30) days of the date of invoice or 45 days from the meter reading, whichever comes first.

Section 303. Emergency Use. Should the Buyer require water from the City in flow rates in excess of 4 MGD, and such water is available for delivery to the Buyer, the City may, at its sole discretion, supply such water. In such case, the City shall bill the Buyer for all such emergency use, excluding agreed upon fire or other natural disaster of 24 hours or less, at a rate of two (2) times the rate in Section 301 of this Article. Nothing in this Section shall be construed as giving the Buyer a right to use water at a flow rate or flow rates exceeding 4 MGD, nor shall it prohibit the City from assessing additional charges if such emergency use is prolonged in the opinion of the City. The City shall have sole and exclusive discretion as to the determination of the availability of water in excess of 4 MGD, and the determination of the length of any prolonged emergency use.

Section 304. Water Rate Change. The Inter-municipal Water Rate will change annually, effective with the period May 1, 2015 to April 30, 2016, the rates will increase by the annual Consumer Price Index average change (All Urban Consumers- (CPI-U) U.S. City Average for All Items), published in January of that year for the previous year by the

U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.
www.bls.gov/cpi/cpifiles/cpiiai.txt

Section 305. Delinquent Bills. If water bills remain unpaid thirty (30) days after the same shall be due, the City shall add thereto a penalty of the prime rate plus one (1) percent. The prime rate shall further be described as the prime rate in effect at the date of the billings and as it is established or changed from time to time by the Wall Street Journal Prime Rate in effect at the date of the billings and as it is established or changed from time to time by the Water Street Journal. In no event, however, shall the penalty charged be less than 5.0%. If the bills continue to remain unpaid (60) days after they were due, the City shall add interest charged on the original bill from its due date at the rate of one and one half (1 1/2) percent per month. If the final date for payment before the imposition of a penalty or the charging of interest should fall on a Saturday, Sunday or holiday, any such payment may be made to the City on the next business day following such Saturday, Sunday or legal holiday or may be made by mail provided the postmark on the envelope indicates that the letter was so mailed on such next business day, and the City shall receive such payment without imposing the prime plus three (3) percent penalty or the interest charges.

Section 306. Bills Over Ninety (90) Days Due. If the Buyer fails to pay to the City the amount of its bill for water within ninety (90) days from the billing of same, the City may consider this Agreement void and terminate water sales to the Buyer or restrict water flow to the minimum required to maintain an adequate water supply for the purpose of potable use for human consumption and sanitation. All other uses of water will be suspended and water restrictions will be put into place by the buyer. The City will have the unrestricted right to access and operate the water supply control devices or valves of the Buyer for the purpose of imposing water restrictions. This would not void the Buyer of its responsibility to pay the City for its proportionate share of expenses incurred by the City for expansion and/or upgrading of the City's waterworks facilities as specified in Section 307. The Buyer will supply all necessary labor and materials required to impose any required water restrictions, without prejudice. This would not void the Buyer of its responsibility to pay the City for its proportionate share of expenses incurred by the City for facilities used or planned for the Buyer.

Section 307. Expansion and /or Upgrading of City's Waterworks. Should the City expand the capacity of any of its waterworks solely to accommodate a municipality or user other than the Buyer, the Buyer shall not be liable for the costs incurred by the City's waterworks for said expansion. Should the City provide additional capacity for use by the Buyer in any of the City's waterworks (i.e., capacity in excess of the referenced amounts), the Buyer shall make payments to the City to offset the costs incurred by the City in the proportion of the Buyer's additional planned utilization to the total additional planned utilization provided. Such additional payments shall be made pursuant to Article III, Section 302. Should the City upgrade or otherwise modify its waterworks to provide improvements not related to capacity, either in response to federal, state, or local authorities, or other justifiable cause, the Buyer shall make payments to the City to offset the costs incurred by the City in the proportion of the Buyer's planned utilization in such said waterworks. This may include but

not be limited to, water treatment plant upgrades, reservoir and transmission main improvements, and mains 16 inches and larger that are used for the purpose of inter-municipal supply. In all cases, the City shall be the sole and final judge as to all improvements, additions or expansions to the waterworks. The Buyer shall not be liable for any of the costs detailed above unless written notice is provided to the Buyer forty-five (45) days prior to any expense incurred, of the City's intent to improve the system, together with a detailed explanation of how the improvements are related to the Buyer's use of the City system. The Buyer shall then have twenty (20) days to provide any written objections regarding their responsibility for a portion of the improvements proposed. If an agreement cannot be reached regarding the Buyer's responsibility for payment, the parties shall proceed pursuant to Section 403.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 401. Status of Former Agreements. This Agreement supersedes all conflicting provisions of former or currently existing contracts for water services between the City and the Buyer, and together with any provisions of currently existing contracts not inconsistent with this Agreement, constitutes the entire contract between the City and The Buyer: provided, however, that the City retains full rights and authority to enforce the provisions of any preceding or currently existing agreement as they pertain to any outstanding indebtedness to the City.

Section 402. Incurring of Debt. Nothing in this Agreement shall be construed as to prevent either party thereto from incurring any debt deemed necessary to ensure the sufficiency of fund required to construct, maintain and operate their respective waterworks.

Section 403. Arbitration. In case any disagreement or difference shall arise in respect of items herein designated to be submitted for arbitration, such disagreement or difference shall be submitted to the arbitrating of three (3) persons who shall not be residents, taxpayers or employees of either of the parties hereto: one of such persons shall be appointed by each party and a third shall be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator within twenty (20) days after the other party shall have appointed an arbitrator and served written notice thereof upon the other party requiring appointment of an arbitrator, then the arbitrator so first appointed shall have the power to arbitrate the matters of this agreement or difference as if he were the arbitrator appointed by both parties hereto for that purpose, and his award or determination in writing shall be final, provided, however, that such award be made within thirty (30) days after such refusal or neglect of the other party to appoint an arbitrator. In case there are three arbitrators selected as above, an award in writing signed by any two of them shall be final, providing such award shall be made within thirty (30) days after the reference to said arbitrators unless such time shall be extended by agreement of the parties hereto. The provisions of Article 75 of the Civil Practice Laws and Rules of the State of New York or any law thereafter enacted relating to the arbitration of differences shall be controlling with respect to any procedure or any submission to the Courts of the State of New York for determination.

Section 404. Exercise of Judgment. Where the City is directly or implicitly authorized to exercise its judgment under the provisions of this Agreement, its judgment shall not be questioned unless clearly unreasonable.

Section 405. Status of Legal Representatives, Successors and Assigns. Each one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors, and assigns of the parties hereto.

Section 406. Amendment. The provisions, terms and conditions of this Agreement shall be modified only by written amendments to this Agreement, executed with the same formality as this Agreement.

Section 407. Third Parties. The City assumes no responsibility for any facility not included in its waterworks and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from the Buyer, the Buyer agrees to look solely to such third party for any such services. The Buyer assumes sole responsibility for compliance with this Agreement by those users of its waterworks whose water is delivered from the City waterworks. The City shall deal directly with the Buyer which shall, in turn, make certain that all users and customers comply with terms of this Agreement and with any rules and regulations of the Board of the City, as applicable.

Section 408. Assignment. No assignment by the Buyer of its rights or duties under this Agreement shall be binding on the City, unless the City consents to such an assignment in writing with the same formality as employed in the execution of this Agreement.

Section 409. Waiver. Failure of either party to hereto exercise any right thereunder shall not be deemed a waiver of such party to exercise at some future time said right or rights or another right may have thereunder.

Section 410. Effective Date and Duration. This Agreement shall be effective as of the date first above written. This Agreement shall be in full force and effect and shall be binding on the Buyer and the City for Twenty (20) years from the effective date as long as the Buyer shall not be in default of its obligations thereunder. The Buyer shall have no claim against the City for any previous payment or capital outlays. The Buyer may serve notice in writing of instituting water treatment from its own water treatment facilities without penalty. If the Buyers facilities are removed from service at any time this contract shall be valid for the full term stated in Section 410. The Buyer shall not connect to any additional source of water except in the case of emergencies.

Section 411. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

IN WITNESS WHEREOF, the City of Troy, acting through the Mayor, with the approval of the City Council, and the Town of Halfmoon, acting through the Town Supervisor, with the approval of the Town Board, have executed this agreement on the day and year first above written.

Buyer
Approved:

Approved as to Form:

By: _____

City of Troy
Approved:

Approved as to Form:

By: _____

**ORDINANCE AMENDING THE 2016 SPECIAL REVENUE FUND TO ESTABLISH A
SPECIAL REVENUE PROJECT/ACCOUNT AND TO APPROPRIATE CERTAIN
FUNDS 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 January 13, 2016

Kevin P. Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending (Ordinance #56 dated July 11, 2013), 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 \$ 496,000.00 donation commitment from the Troy Redevelopment Foundation.

Present Law: N/A

Overall Budget Fiscal Impact: None

Joe.Mazzariello

From: Newman, Allison <newmaa3@rpi.edu>
Sent: Friday, October 16, 2015 10:09 AM
To: Joe.Mazzariello
Cc: Nolin, Chris; Newman, Allison
Subject: Troy Redevelopment Foundation

Hi Joe,

It was good to speak with you this morning. I believe that the bullet points below will provide you with the information you seek:

- The Troy Redevelopment Foundation has made a commitment to fund "Realize Troy," the project developing a new comprehensive plan for the City of Troy, in the amount of \$637,000.
- The first payment, in the amount of \$242,925.35, was made on 03/20/15.
- The second payment, in the amount of \$175,177.13, was made on 10/06/15.
- This leaves an outstanding balance owed on the project of \$218,897.25, to be paid in the next year.

Please let me know if you have additional questions.

Best,
Allison

Allison Newman
Associate Vice President
Strategic Communications and External Relations
Rensselaer Polytechnic Institute
P. 518-276-8432

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	\$ 86,163	\$ -	\$ 86,163
CD.1000.2705.0000.8322 Donation _ Troy Redevelopment Foundation	\$ 141,000	\$ 496,000	\$ 637,000
Total Revenue Increase		<u><u>\$ 496,000</u></u>	
Expenditures - CD960			
CD.2013.0409.8000.8322 Development of Troy's Comprehensive Strategic Plan	\$ 227,163	\$ 496,000	\$ 723,163
Total Expenditures Increase		<u><u>\$ 496,000</u></u>	

* or as previously revised

**RESOLUTION AUTHORIZING AND ENDORSING THE MAYOR TO SUBMIT A
GRANT APPLICATION TO THE HUDSON RIVER VALLEY GREENWAY UNDER
THE HUDSON RIVER VALLEY GREENWAY GRANT PROGRAM FOR A PROJECT
ENTITLED THE UNCLE SAM TRAIL IMPROVEMENT PROGRAM**

WHEREAS, the City of Troy is applying to the Hudson River Valley Greenway for a Grant of \$5,000 under the Hudson River Valley Greenway Grant Program for a project entitled the Uncle Sam Trail Improvement Program to be located in the City of Troy; and

WHEREAS, the Uncle Sam Bike Trail, a 3.8 mile bicycle and pedestrian corridor stretching from Middleburgh Avenue to Northern Drive, is in need of improvements to enhance safety and utilization; and

WHEREAS, the City agrees to use the Greenway Grant Program funds, if awarded, to engage an urban planner to produce a master plan for physical and programmatic improvements to the Uncle Sam Bike Trail;

WHEREAS, Transport Troy, a citizens work group, in partnership with Capital Roots, TAP Inc., and the National Parks Service, will provide all required match for the grant with in-kind services;

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

NOW, THEREFORE, be it resolved that the City Council of the City of Troy hereby does approve and endorse the application for a grant under the Hudson River Greenway Program, for a project known as the Uncle Sam Trail Improvement Project and located within the City of Troy.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

Support for ^{les}#
1



Hudson River Valley Greenway

Note: You must save this form to your computer before filling it out. Forms must be completed using Adobe Acrobat 7.0 or higher.

BARNABAS MCHENRY
Chairman
Greenway Council

SARA GRIFFEN
Acting Chair
Greenway Conservancy

MARK CASTIGLIONE
Acting Executive Director

Hudson River Valley Greenway Grant Application

PART A – GRANT TYPE

Please select the category of Hudson River Valley Greenway Grant program to which you are applying:

Greenway Community Grant Program: Open to all designated Greenway Communities.

Greenway Compact Grant: Open to communities that have adopted an approved Greenway Compact Plan

PART B – APPLICANT INFORMATION

1. Lead Applicant Community: (Fiscal Agent)

City of Troy
In County: Rensselaer

NYS Vendor ID#:

Federal Tax ID#: 14-6002472

Co-Applicant(s):

Select One of
In County: Select One

Select One of
In County: Select One

Select One of
In County: Select One

2. Chief Elected Official & Lead Contact Information

Chief Elected Official of Lead Applicant Community:
(Supervisor/Mayor/County Executive) Mayor Lou Rosamilia

Mailing Address: 433 River Street, 5th floor

City: Troy State: NY Zip: 12180

Phone: 518-279-7412 Fax:

Email: mayor@troy.ny.gov

Lead Contact Person (if different from Chief Elected Official): Monica Kurzejeski

Title: Economic Development Coordinator

Mailing Address: 433 River Street, 5th floor

City: Troy State: NY Zip: 12180

Phone: 518-279-7412 Fax:

Email: Monica.Kurzejeski@troyny.gov

PART C – GENERAL PROJECT INFORMATION

1. Project Name: Uncle Sam Trail Improvement Project

2. Project Location: County/Countries: Rensselaer County

City/Town/Village(s): City of Troy

Site Address: Trail between Middleburgh St and Northern Dr in
Lansingburgh, Troy, NY

3. Applicant's Interest in Property (e.g. own, lease, easement, etc.): own

4. Project Costs:	Greenway Funds Requested:	\$	5,000.00
	Local Match - Cash:	\$	0.00
	Local Match – In-kind Services:	\$	6,300.00
	Other Funding Match:	\$	0.00
	Total Project Cost:	\$	0.00

5. SEQRA Status – Please select the appropriate action type:

Type 1

Type 2

Unlisted Action

If a Determination of Significance has been made, what was the determination?

no, the SEQRA process has not been started

PART D – PROJECT DESCRIPTION & CONSISTENCY WITH GREENWAY GOALS

1. Project Description:

(a) Please provide a brief, 50 word summary of the proposed project.

This project is to enhance the under-utilized Uncle Sam Trail in North Troy. Additional access points will be identified and planned, along with wayfinding and additional attractions, such as community gardens.

(b) **With no more than 500 words**, please describe: (1) The location, need for and purpose of the project, and the deliverable that will be produced with Greenway grant funds. (2) How the proposed project advances each of the five "Greenway Criteria" that apply. The Greenway Criteria are: Natural and Cultural Resource Protection; Regional Planning; Economic Development; Public Access; Heritage and Environmental Education. You may attach photographs, maps, renderings, etc. (3) If the project is an intermunicipal or collaborative effort, briefly describe the partnerships and how the project reinforces regional planning or cooperation.

The Uncle Sam Trail is located in Troy, NY, from Middleburgh St. in North Troy to Northern Dr. This trail right of way used to be part of the Boston-Maine Railroad and will soon be part of a larger bikeway leading from the southern to northern edge of Troy. Although the Uncle Sam Trail was established many years ago, it is not well known or well used by residents in Troy. This is due to lack of access, amenities, and wayfinding. This project aims at correcting these issues and reversing the stigma surrounding the trail by involving the public to produce a planning document that will position the City of Troy for implementation. The plan will detail alternatives for additional access points, wayfinding signage elements, trail crossing improvements, and other amenities like lighting, all in keeping with CPTED - Crime Prevention Through Environmental Design.

Improving the Uncle Sam Trail advances economic development with this area of Troy by creating a community asset and allowing neighborhoods to more easily access it. This project will also increase public access, not only to the trail but to the community assets along it, such as Kickerbacker Park and Arena, Frear Park, Oakwood Cemetery, Lansingburgh High School, Knickerbacker Middle School, and Rensselaer Park Elementary School. By reinvigorating interest and use in the trail, it will also protect this community asset for future generations, and allow an opportunity to educate the public on the history of the trail.

The partnership for this project will not be intermunicipal but will involve several community partners, such as Transport Troy, the local active transportation advocacy group, TAP (Troy Architectural Program), and Capital Roots. The Uncle Sam Trail has potential to provide a greater regional and Hudson River link through other future projects.

(c) Is your project a plan or planning document? If "yes", include a proposed timetable for implementation (after completion of the document or plan), a description of the implementation steps, and whether funding sources for the implementation have been identified or secured. (100 words or fewer)

The project will result in a planning document that will be utilized to begin implementation on trail improvements immediately. It is anticipated that the access alternatives will be described in enough detail to apply for grants for construction, such as the NYS CFA in Fall of 2016. Trail signage can be implemented quickly through local project partnerships. Bicycle racks can be implemented in the spring or summer as part of the on-going Troy bike rack program. Community gardens will be implemented over the next few years through Capital Roots, along with the two existing gardens.

For Greenway Compact Grant Program Applications only:

If your municipality is a participating Greenway Compact community and applying under the Greenway Compact Grant Program, please answer the following:

2. Consistency with the Greenway Compact: Please list the name of the approved regional or county Greenway Compact Plan, and demonstrate how this project is consistent with the plan by citing specific sections or pages.

PART E – WORK PROGRAM, TIME LINE & BUDGET SUMMARY

Work Program & Time Line: Complete the information requested below and briefly list the proposed work program, by task, phase, or milestone and the timeline associated with the project. At a minimum, provide a start date and completion date for each project milestone (e.g. public input period, draft document completed, etc.). You may provide this information in an attachment. Under this grant program, reimbursable costs may not be incurred prior to the date of award.

Project Start Date: 02/01/2016

Expected Project Completion Date: 09/01/2016

	<u>Description</u>	<u>Start Date</u>	<u>Completion Date</u>
Phase/Task 1:	<u>Document opportunities and challenges</u>	<u>02/01/2016</u>	<u>03/15/2016</u>
Phase/Task 2:	<u>Public Outreach</u>	<u>03/15/2016</u>	<u>05/01/2016</u>
Phase/Task 3:	<u>Development of access alternatives and amenities</u>	<u>05/01/2016</u>	<u>07/01/2016</u>
Phase/Task 4:	<u>Draft and Final Report</u>	<u>07/01/2016</u>	<u>09/01/2016</u>

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)

Budget Detail for Greenway Funds Requested:

Contractual/Professional Services (Please specify):

professional planning services \$ 5,000.00

_____ \$ _____

_____ \$ 0.00

Total Contractual/Professional Services: \$ 5,000.00

Equipment/ Supplies/ Materials (Please specify):

_____ \$ 0.00

_____ \$ 0.00

_____ \$ 0.00

Total Equipment/Supplies/Materials: \$ 0.00

Construction:

_____ \$ 0.00

_____ \$ 0.00

_____ \$ 0.00

Total Construction: \$ 0.00

Total Greenway Funds Requested: \$ 5,000.00

Budget Detail for Applicant Match (In this section, please detail in-kind services, local match including all cash, and other funding):

1. In-kind services (salaries, wages, travel/mileage):

Salaries:

Job Title: _____

Rate of Pay: \$ _____ / _____ Hours _____ \$ _____

Hourly Wages:

Job Title: see attached _____

Rate of Pay: \$ _____ / _____ Hours 120.00 \$ 5,200.00

Volunteer Hours (valued at \$15 per hour):

Number of Volunteers: 10.00 _____

Total of all Volunteer Hours 100.00 x \$15/hour = \$ 1,500.00

Mileage (show rate and miles, rate may not exceed IRS limits):

_____ x _____ = \$ 0.00
 (Rate) (Miles) (Amount)

Other Travel (specify): _____ \$ _____

Total In-Kind Services: \$ 6,700.00

Continued on next page

Budget Detail for Applicant Match Continued:

2. Land Acquisition: \$ _____

3. Contractual/Professional Services (Please specify):

_____ \$ 0.00

_____ \$ 0.00

Total Contractual/Professional Services: \$ 0.00

4. Equipment/ Supplies/ Materials (Please specify):

_____ \$ 0.00

_____ \$ 0.00

Total Equipment/Supplies/Materials: \$ 0.00

5. Construction:

_____ \$ 0.00

_____ \$ 0.00

Total Construction: \$ 0.00

Total Applicant Match (#1 through #5): \$ 6,700.00

PART F - APPROVED MUNICIPAL RESOLUTIONS

1. *Greenway Community* Resolution or Greenway Compact Local Law:

Please attach a copy of the adopted municipal resolution endorsing the community's designation as a *Greenway Community*. A municipality must be a *Greenway Community* to receive funding under the Greenway Communities Grant program. For municipalities applying for a Greenway Compact Communities Grant, please attach a copy of the local law by which your community adopted the relevant county or regional Greenway Compact Plan.

2. Municipal Grant Request Resolution*:

An approved municipal resolution authorizing and endorsing this grant application must be provided before the application can be considered complete. A sample Municipal Grant Request resolution supporting a grant application is presented below:

Sample Municipal Resolution

WHEREAS, the _____ (name of municipality) is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Grant Program for a project entitled _____ (Project Name from Part C #1) to be located in _____ (town/village or city),

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

NOW, THEREFORE, be it resolved that the governing board of _____ (municipality) hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Grant Program, for a project known as _____ (Project Name from Part C #1) and located within this community.

_____ Date of Adoption

_____ Name of Municipal Clerk _____ Signature

*Note: If your Board does not meet until after the application deadline, please complete the following:

The municipal board will be considering a resolution for this project to be voted on the following date: JAN. 07, 2016. The resolution will be sent to the Greenway office within 48 hours of this meeting date.

PART G - CERTIFICATION

Elected Official Certification: Please read and sign the following. Digital signatures are acceptable.

"I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law."

Applicant Name: Louis A Rosamilia

Title: MAYOR

Signature: Louis A. Rosamilia

Date: 12/4/2015

Application Requirements & Checklist

All materials must be **postmarked or received via email by 5:00 pm on the grant deadline** for the application to be considered complete. Failure to include any of the required elements may make the application ineligible.

Instructions for hard copy submissions:

If making a hard copy submission please submit: One (1) complete original hard copy application packet including all required materials

AND one (1) digital version of the application packet on a CD-ROM

The application packet **must** contain the following to be considered complete:

- 1) Applicant is a Greenway Community or Greenway Compact Community **AND** has no other existing awarded grants under the category for which this application is to be submitted
- 2) Completed Application forms including signature by Elected Official
- 3) Municipal Grant Request Resolution or Pending Resolution Certification (See Part F)
- 4) **Supporting Information:** Where appropriate, include maps, photos, plans, drawings and other documents that highlight the need for this project.
- 5) **Letters of support** or participation from co-applicants or partners

Application materials will not be returned to the applicant.

Hard copy: (1) original hard copy and (1) CD ROM with completed application and related materials must be submitted to the following address:

***Address:** Hudson River Valley Greenway
625 Broadway - 4th Floor
Albany, NY 12207

OR

Email: Please email full application packet to [hrvg@hudsongreenway.ny.gov](mailto:hrvq@hudsongreenway.ny.gov)

*Please note that due to building security, for hand delivery you must contact the Hudson River Valley Greenway office ahead of time to arrange delivery at 518-473-3835.

Uncle Sam Bikeway

Northern terminus of trail at Northern Drive / Rte 142

The northern access point of the trail does not include identifying signage, and there is no wayfinding information for trail users, other than a standard MUTCD "Bike Route" sign (below). An informal parking area is located out of view from the main roadway, does not have identifying signage, and is subject to problem uses. Access to the trail by motorized vehicles is uncontrolled, and vehicular use on the trail is evidenced by tire tracks, rutting, and vehicle-related litter.

Formalization of this primary access point (as with other access points) would help distinguish the trail, while also integrating it more effectively into the transportation system. The net effect will be to transform it into a 3.5-mile urban linear park, and an asset for surrounding neighborhoods and businesses – and for the city overall.



Trail design standards & trail maintenance

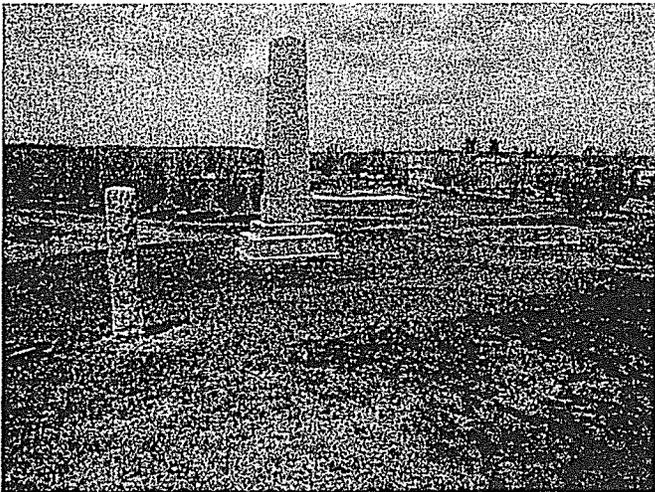
Conditions such as trail width, surface material, drainage and overall maintenance vary widely along the trail. A comprehensive approach to trail planning will be required to characterize and locate these

issues, and also identify ways of engaging trail users, the surrounding community and other stakeholders to help address them effectively. The trail section shown below is located near the northern terminus; it includes a scale showing the AASHTO 10-foot width standard for shared use paths.



Knickerbacker Park

The trail midsection adjoins the park's rear boundary, and also runs behind Lansingburgh Senior High School, Knickerbacker Middle School and Rensselaer Park Elementary School, which are immediately adjacent to the park. The park monument stands alongside the trail atop a hill overlooking all four sites, presenting a strong opportunity for park, school and neighborhood connections.



Glen Court neighborhood access

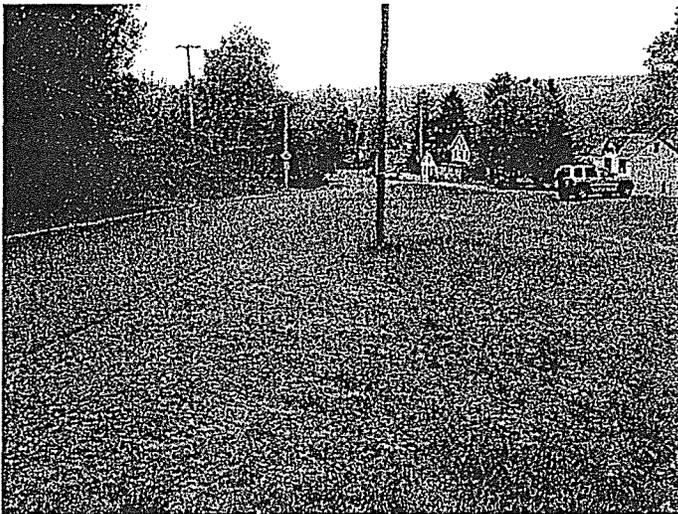
The trail (located at top of grassy slope) is not identified by signage or other means, and is not distinguished from adjoining residential roads (foreground). The trail here (as elsewhere) is surrounded by residential neighborhoods and businesses. Trail safety and "user-friendliness" could be enhanced by features such as identifying signage, vehicle control, wayfinding information (on the trail as well as

nearby streets), and development of clearly-defined strategies for risk reduction and emergency response.



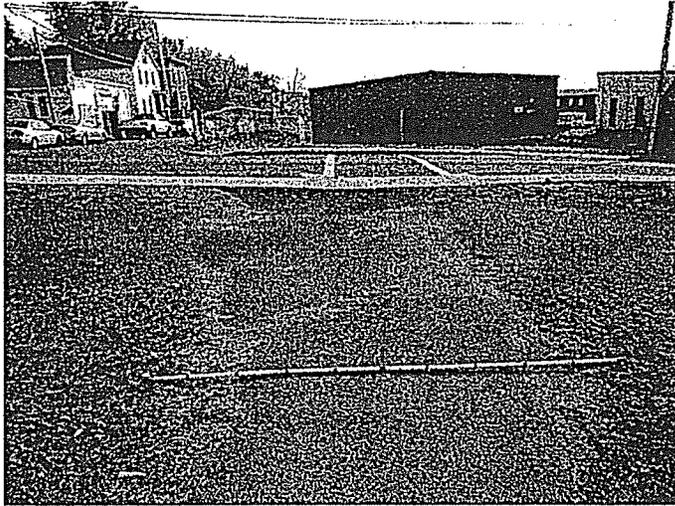
Gurley Ave (114th St) trail crossing and existing trailhead

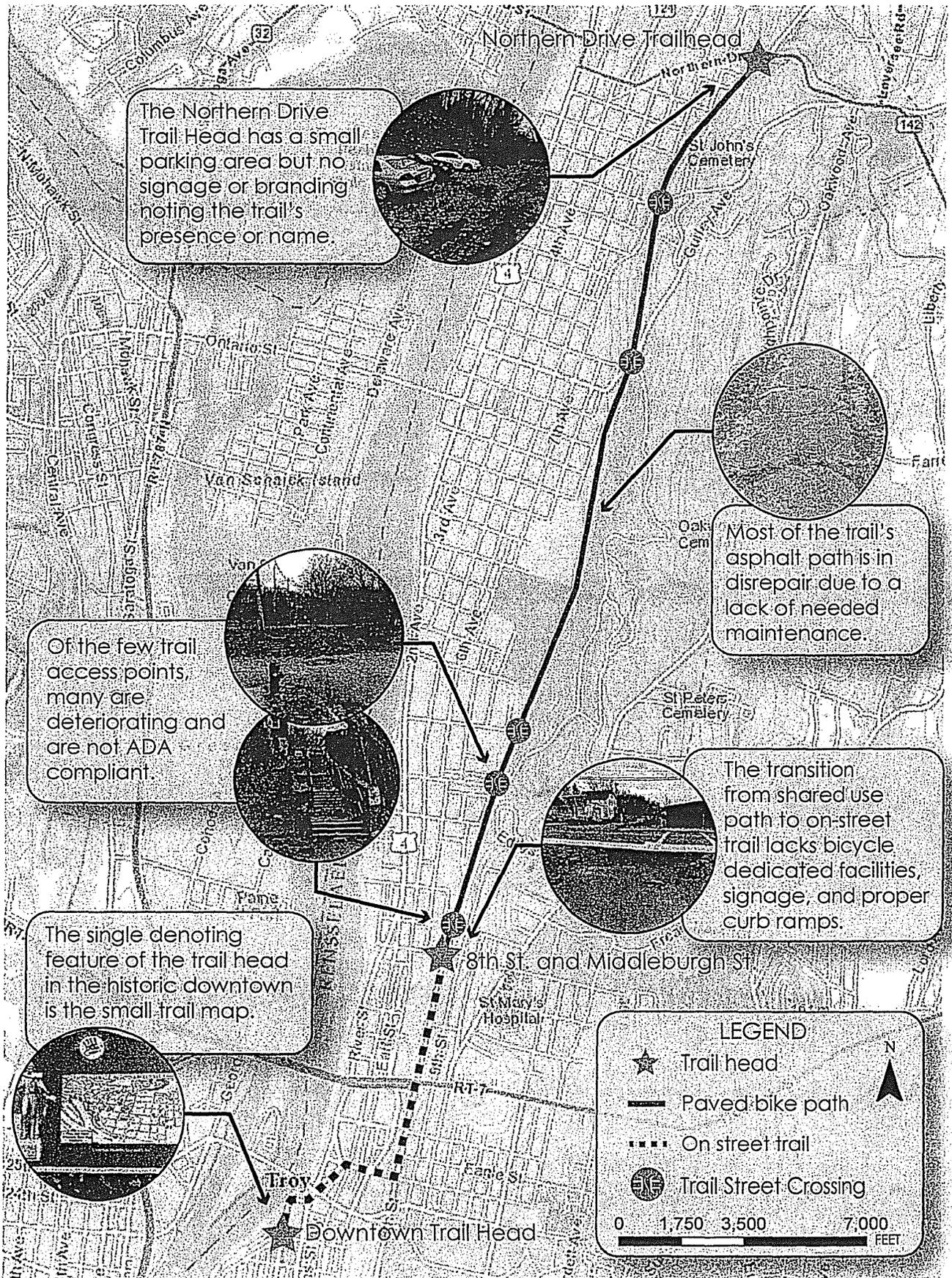
The trail's only purpose-built trailhead and paved parking lot does not include identifying signage, crosswalk or wayfinding information. This section of trail has been upgraded recently, but trail identity, crossing safety and linkage with nearby residential areas could be greatly improved.



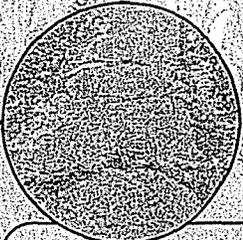
Trail Southern terminus at Middleburgh Street

The southern access point of the trail terminates at a sidewalk and street crossing. It is an important transition point between the trail and the street-and-sidewalk system, but the site does not include identifying signage or wayfinding information. The proximity of this location to downtown Troy makes this an especially important target for integrating the trail into the rest of the city fabric. A scale illustrating the AASHTO 10-foot width standard is also shown.





The Northern Drive Trail Head has a small parking area but no signage or branding noting the trail's presence or name.

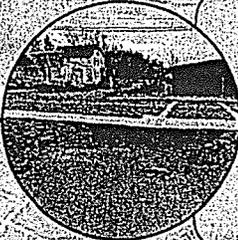


Most of the trail's asphalt path is in disrepair due to a lack of needed maintenance.

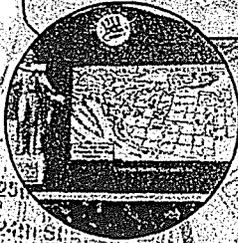
Of the few trail access points, many are deteriorating and are not ADA compliant.



The transition from shared use path to on-street trail lacks bicycle dedicated facilities, signage, and proper curb ramps.



The single denoting feature of the trail head in the historic downtown is the small trail map.



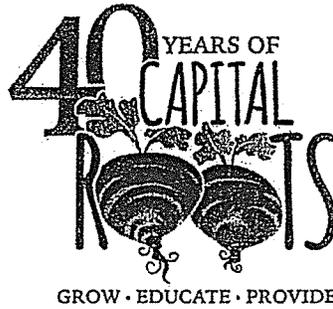
LEGEND

- ★ Trail head
- Paved bike path
- On street trail
- ⊗ Trail Street Crossing

0 1,750 3,500 7,000 FEET

Professional Volunteer Hours

Title	Name	Rate	Hours	Total
Associate, Alta	Lindsay Zefting	\$ 125	24	\$ 3,000
Executive Director, TAP	Barb Nelson	\$ 50	24	\$ 1,200
Capital Roots	Capital Roots Staff (Erin and Will)	\$ 50	32	\$ 1,600
National Park Service	Karl Beard	\$ 45	20	\$ 900
	average rate	\$ 67	100	\$ 6,700



December 4, 2015

To Whom It May Concern:

I am writing in support of the City of Troy's application for assistance from the Hudson River Valley Greenway Grant Program.

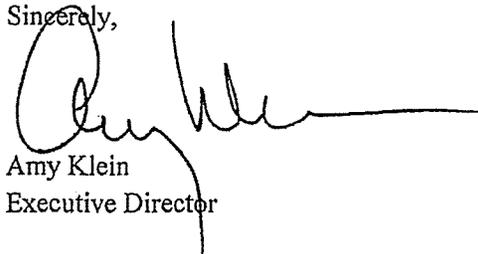
For four decades Capital Roots has called the City of Troy home and committed to improving the public health of city residents, as well as, those of the greater Capital Region. Within the City of Troy our organization operates 16 community gardens, an urban farm run in part by students from Troy High School, a Healthy Stores Program, which facilitates the sale of fresh produce in corner markets, and operates two mobile produce markets that bring fresh fruits and vegetables to sell in 11 of Troy's low-income neighborhoods. Additionally, much of our staff commutes to work either on foot or by bike and are dependent on safe routes.

The City of Troy, by investing their time and efforts into the Uncle Sam Trail, is making a commitment to the health and well-being of all Troy citizens, as well as the health of the city as a whole. It is well known that cities, which improve upon their walkability and bike-ability improve not only the quality of life of their residents but help to nurture and grow the local economy through business development and increased tourism.

As an organization focused on promoting good health in Troy, Capital Roots offers its services to the City of Troy as a grant funding match.

Capital Roots is happy to recommend the City of Troy for assistance from the Hudson River Valley Greenway Grant Program in order to take the steps necessary to make the Uncle Sam Trail more accessible and usable.

Sincerely,



Amy Klein
Executive Director



TAP, Inc.



Troy Architectural Program, P.C.

210 River Street
Troy, NY 12180

tel (518) 274-3050
fax (518) 274-3165

December 4, 2015

To Whom It May Concern:

TAP pledges support for the City of Troy's application for assistance from the Hudson River Valley Greenway Grant Program to develop a planning document for Uncle Sam Trail.

As the Capital Region's Community Design Center, TAP provides architectural, urban planning and historic preservation assistance to low and moderate income individuals and the organizations which serve them. Our work promotes sustainable change to the built environment from individual buildings to neighborhood and regional scale. Through active partnerships with residents, businesses, neighborhood associations and institutions we design, advocate and implement strategies for improving the quality of life in the Capital Region distressed communities.

I co-founded the Transport Troy citizens working group in 2013, and TAP is now a fiscal sponsor of Transport Troy. TAP's prior director spearheaded the Troy Riverfront Bike/Ped Trail development which will connect all of South Troy to the southernmost point of the Uncle Sam Trail when it is constructed this summer. With these trails established and connected, the people of Troy will have a safe biking and walking route which runs the 7 mile length of the city. This will undoubtedly promote a healthier, more active lifestyle while serving as a transportation corridor connecting area residents to schools, parks, and businesses.

TAP is proud to be a part of the Complete Streets movement here in Troy. We enthusiastically recommend the City of Troy for funding from the Hudson River Valley Greenway Grants Program and we pledge to support this effort with professional expertise.

Sincerely,

Barb Nelson, AIA
Executive Director, TAP

www.tapinc.org

Transport Troy

December 4, 2015

To Whom It May Concern:

We are writing in support of the City of Troy's application for assistance from the Hudson River Valley Greenway Grant Program.

Transport Troy is an active, volunteer citizen's group, made up of planning professionals and interested citizens, founded in 2012 with the desire to promote alternative transportation within the city of Troy. The purpose being that all city residents should have the ability to live a healthier, more sustainable lifestyle. Simultaneously, the promotion of alternative transport will improve economic access and support community development within the city. By expanding Troy's accessibility we will raise the quality of life for local residents, boost the city's economy, and increase citizen involvement and enjoyment.

As Troy prepares to construct the Riverfront Trail through South and Central Troy, improvements to the Uncle Sam Trail give us a cohesive, well planned north-south backbone running from the Menands Bridge to the tip of North Troy. These developments are part of Troy's commitment to safe and accessible walking and biking through a city-wide alternate transportation network. This web of trails connects residents and visitors alike to schools, parks, businesses and recreational areas, improving Troy's social and economic well-being.

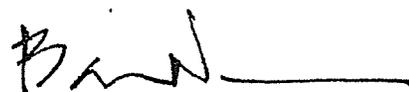
As a group of citizens of Troy, led in part by planning professionals, Transport Troy offers its services to the City of Troy as a grant funding match.

Transport Troy is happy to recommend the City of Troy for funding from the Hudson River Valley Greenway Grants Program. We pledge our volunteer effort to make the Uncle Sam Trail more accessible and usable.

Sincerely,



Jim Lewis
Co-Chair, Transport Troy
198 First St.
Troy, NY 12180



Barb Nelson
Co-Chair, Transport Troy
210 River Street
Troy, NY 12180

National Park Service

Rivers, Trails & Conservation Assistance Program

Roosevelt-Vanderbilt National Historic Sites



4097 Albany Post Road, Hyde Park, NY 12538 845-229-9115 x2034 fax 845-229-7115

December 4, 2015

Hudson River Valley Greenway
625 Broadway - 4th Floor
Albany, NY 12207

Subject: City of Troy Application for Hudson River Valley Greenway Grant for Uncle Sam Bikeway Planning

To the Grants Review Committee:

The National Park Service's *Rivers, Trails and Conservation Assistance Program* (NPS-RTCA) supports the City of Troy's application for grant assistance from the Hudson River Valley Greenway, to support planning for the long-term enhancement and sustainability of the Uncle Sam Bikeway.

NPS-RTCA provides technical assistance to states, communities and not-for-profit groups to establish and protect river, trail, park and open space systems which lie outside the boundaries of the National Park system. For the last two years, RTCA has worked with the City, the Transport Troy working group and other partners to help plan and promote the concept of weaving together the City's considerable assets into a coherent, city-wide system of public paths, parks, preserves and complete streets.

The partnership established by Transport Troy has been extremely productive. The group helped resurrect funding for the Riverfront Trail, and worked closely with the City and NYS-DOT to get the project back on track after a hiatus of nearly 20 years. The Complete Streets ordinance written by the group and adopted by the City in 2014, was rated #2 nationwide by the National Complete Streets Coalition. Community-based "Pre-Ramble" events have helped boost the profile of walkability and bike-ability in the City. Substantial in-kind support has been provided by volunteers and local nonprofits. More recently, both TAP and Capital Roots have committed significant staff support. And CDTA has become an active participant in Transport Troy dialog and events.

The 3.5-mile Uncle Sam Bikeway is an asset that has been underestimated and underserved for many years -- much like the City itself. Although the trail's name reflects one of America's most iconic figures, the reality on the ground has been very different. The current proposal would help to enhance the trail's image -- at least locally, but perhaps even nationally. But far more importantly, it would initiate a process through which the trail can become more completely integrated into the neighborhoods it traverses, and become more fully embraced by the people it serves. Better signage,

safer street crossings, improved parking and lateral access, and improved wayfinding information are all important. But what is more important and more effective is outreach to key neighbors and stakeholders, actively engaging them in the process of making tangible improvements. We agree with the Transport Troy partners that this project can help create near-term successes that will help foster momentum elsewhere around the City for years to come.

NPS-RTCA will continue to work with the Transport Troy coalition for the upcoming year in any case. But RTCA's capacity and leverage is limited. And in this particular city, especially focusing on this particular community resource, Greenway funding assistance would be an important catalyst for broader change. We would welcome your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl Beard". The signature is fluid and cursive, with the first name "Karl" being more prominent than the last name "Beard".

Karl Beard
NY Upstate Projects Director
NPS Rivers, Trails & Conservation Assistance Program

**RESOLUTION ADOPTING A NEGATIVE DECLARATION
FOR THE CITY OF TROY 2016 WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the City Council has before it the 2016 Water Main Replacement Project, and have reviewed the project in accordance with the New York State Environmental Quality Review Act. (SEQRA)

WHEREAS, this Council, is the only involved Agency and has determined that it is the Lead Agency; and

WHEREAS, this Council has classified the project as a Type II for the purposes of SEQRA under Part 617.5 (c) (11) and (15) which state a project may be classified as a Type II project if it includes:

(11) Extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;

(15) Minor temporary uses of land having negligible or no permanent impact on the environment;

WHEREAS, the Mayor has prepared and completed the (short) Environmental Assessment Form; and

WHEREAS, this Council having thoroughly reviewed the Environmental Assessment Form and considered each and every impact in accordance with SEQRA;

BE IT RESOLVED

1. That the completion of this project will not have a negative impact on the environment
2. That the City Council adopts a Negative Declaration.
3. That this resolution shall take effect immediately.

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

I, the undersigned City Clerk of the City of Troy, **DO HEREBY CERTIFY**, that I have compared the above copy of a resolution with the original resolution adopted by the City Board of said City on the ____ day of _____, 2016, at a regular monthly meeting of said Board, and said copy is a true copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Board this ____ day of _____, 2016.

Signature

Printed

City Clerk, City of Troy

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT FOR
THE BENEFIT OF NIAGARA MOHAWK POWER CORPORATION**

WHEREAS, Niagara Mohawk Power Company and Verizon New York Inc. require a perpetual easement, attached hereto and made a part hereof, in connection with the Sunnyside Senior Apartments, and

WHEREAS, the Mayor desires to grant the perpetual easement;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Troy hereby authorizes the Mayor to execute the Easement, in substantial conformance with the Easement attached hereto and made a part hereof.

Approved as to form, January 13, 2016

Kevin P. Glasheen, Corporation Counsel

nationalgrid

HERE WITH YOU. HERE FOR YOU.

Support Res # 5

Kathleen M. Gabriel, Right-of-Way Agent

Real Estate Asset Management
1125 Broadway, Albany, NY 12204
Office Phone: (518) 433-3971
Kathleen.Gabriel@nationalgrid.com
Web: www.nationalgrid.com

November 24, 2015

Paul Carrol
City of Troy
433 River St.
Troy, NY 12180

Dear Mr. Carrol:

**Re: 2 House Ave.(Sunnyside Senior Apts.)
ESR # 19564471**

Enclosed is the easement that is required to process your application. Please sign the easement for your property exactly as indicated on the document. All easements need to be signed in front of a notary public.

IN ADDITION, MAKE NO CHANGES to the documents. PLEASE DO NOT REMOVE THE MAP FROM THIS DOCUMENT.

Once the easement is signed and notarized, please return the executed easement in the self-addressed, postage paid envelope that has been provided.

Until we are in receipt of the completed documents, fully signed and notarized, without any changes, your application can not move forward.

If you have any questions regarding the easements, please contact me at the number below. If you have any other questions, please contact your customer order fulfillment rep. at 1-800-260-0054.

Very truly yours,

Kathleen M. Gabriel

**Kathleen M. Gabriel
Right-of-Way Agent
National Grid USA**

KMG/hjm
Enclosures

nationalgrid

HERE WITH YOU, HERE FOR YOU.

GRANT OF EASEMENT

CITY OF TROY of 433 River St., Troy, NY 12180 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK INC., having an address of 140 West Street, New York, New York 10007, (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Rensselaer County Clerk's Office in Liber 1321 of Deeds at Page 59 and consists of land described as being part of Tax Parcel No. 90.32-1-2 of the Town of Troy, County of Rensselaer, New York, commonly known as 118th St. and Tax Parcel No. 90.63-3-2 commonly known as 11 Crasin Ave.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Work Request # 19564471" which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20__.

City of Troy

Signature of Grantor

Title

State of _____

County of _____

On the ____ day of _____ in the year 20 ____, before me, the undersigned, personally appeared _____, 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.

Notary Public

Complete for ALL Grantors:

Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s): _____

Address: 433 River St.

Company: City of Troy

City/Village/Town: Troy

Title: _____

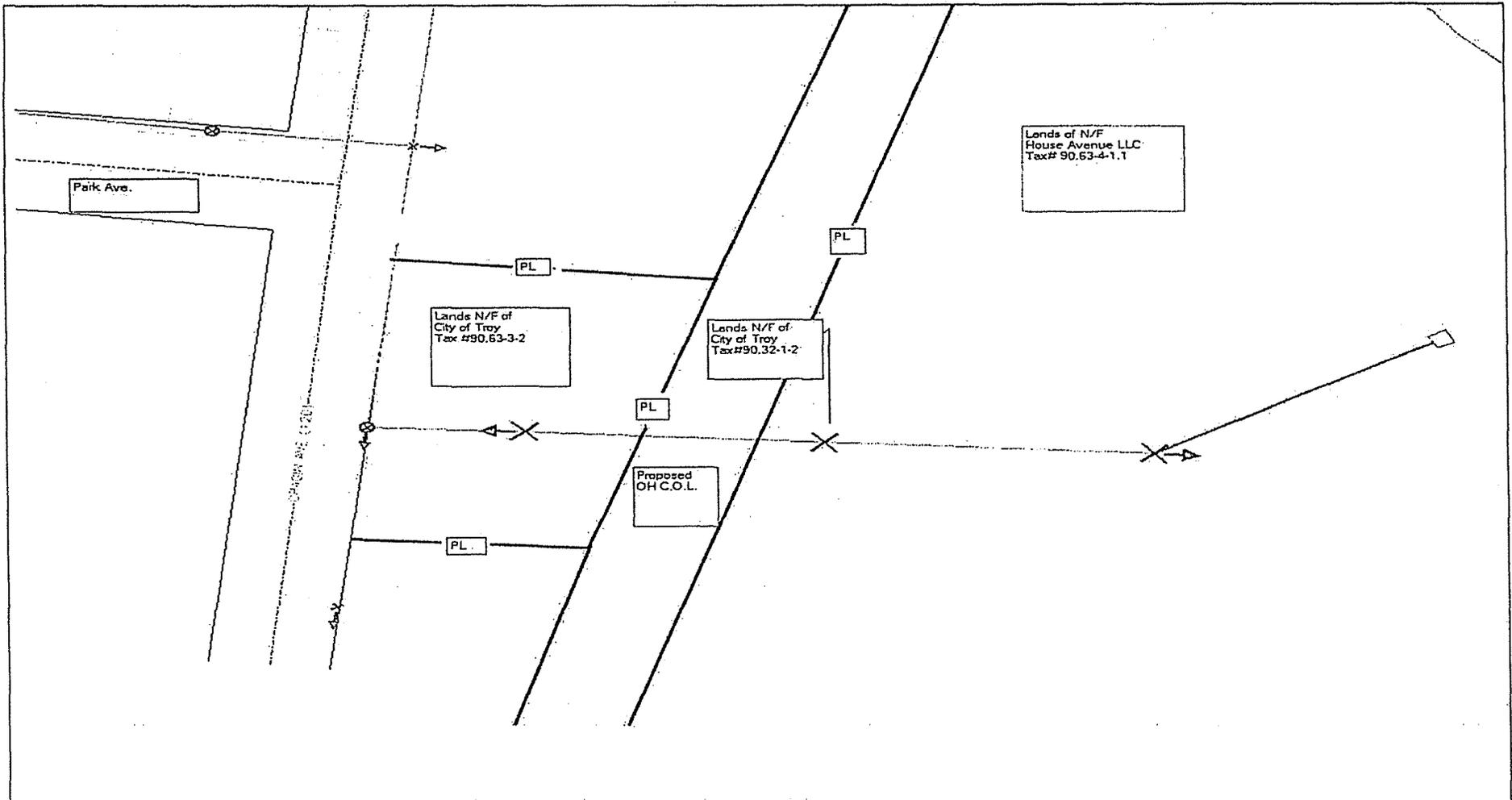
State: NY Zip Code: 12180

For County Clerk Only:

PLEASE RECORD & RETURN TO:

National Grid
Attention: Jane Catalano, Manager
Real Estate Energy Delivery Support
1125 Broadway
Albany, NY 12204

Work Request # 31-15-19564471(7301)



<p>EASEMENT EL WR# 19564471</p>	<p>EASEMENT SKETCH - EXHIBIT A</p>	<p>NOT TO SCALE</p>
<p>Electric Work Request</p> <p>El. Planner: Carl Bonacquisti ROW Agent: Date: 11/16/2015</p>	<p>Sketch for the Installation on Lands of Lands N/F City of Troy Tax Map# 90.32-1-2 City of Troy County Of Rensselaer</p>	<p>nationalgrid</p> <p>Albany Right of Way and Real Estate Department</p>

RESOLUTION AUTHORIZING THE ITEMS LISTED BELOW PURSUANT TO THE BONDS ACTS ENACTED IN 1965, 1972, AND 1996 AND THE ENVIRONMENTAL PROTECTION FUND, AS WELL AS FEDERAL GRANT AWARDS AVAILABLE FOR SUCH PROJECTS.

WHEREAS, The City of Troy, New York, herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Environmental Conservation Law ("ECL") authorizes State assistance to municipalities for water quality improvement projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith;

NOW, THEREFORE BE IT RESOLVED BY THE TROY CITY COUNCIL:

1. That Mayor Wm. Patrick Madden or such person's successor in office, is the representative authorized to act on behalf of the Municipality's governing body in all matters related to State assistance under ECL Articles 17, 51 and 56 and/or any applicable federal grant provisions. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance;
2. That Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation;
3. That one (1) certified copy of this Resolution be prepared and sent to the Albany office of the New York State Department of Environmental Conservation;
4. That this Resolution takes effect immediately.

Approved as to form January 13, 2016

Kevin P. Glasheen, Corporation Counsel

Attachment B -- Municipal Resolution

Water Quality Improvement Projects and Nonagricultural Nonpoint Source Projects Municipal Resolution

Resolution authorizing the items listed below pursuant to the Bond Acts enacted in 1965, 1972 and 1996 and the Environmental Protection Fund, as well as federal grant awards available for such projects.

WHEREAS, _____
(Legal Name of Municipality)

herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Environmental Conservation Law ("ECL") authorizes State assistance to municipalities for water quality improvement projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith;

NOW, THEREFORE, BE IT RESOLVED BY _____
(Governing Body of Municipality)

1. That _____,
(Name and Title of Designated Authorized Representative)

or such person's successor in office, is the representative authorized to act in behalf of the Municipality's governing body in all matters related to State assistance under ECL Articles 17, 51 and 56 and/or any applicable federal grant provisions. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance;

2. That the Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation;
3. That one (1) certified copy of this Resolution be prepared and sent to the Albany office of the New York State Department of Environmental Conservation
4. That this Resolution take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the _____
(Name of Governing Body of Applicant)
duly held on the _____ day of _____, _____; and further that such Resolution has been fully recorded in the _____ in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this _____ day of _____, _____.

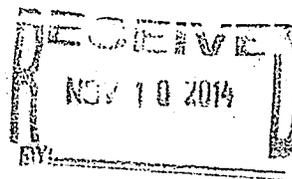
Signature of Recording Officer

If the Applicant has an Official Seal, Impress here.

Title of Recording Officer

Support for
Res # 7

ANDREW M. CUOMO
GOVERNOR



JOE MARTENS
COMMISSIONER

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALBANY, NEW YORK 12233-1010

NOV - 5 2014

Mr. Chris Wheland
Superintendent
City of Troy, Public Utilities
25 Water Plant Road
Troy, NY 12182

Dear Mr. Wheland:

Congratulations! Your application has been chosen to receive New York State Department of Environmental Conservation (DEC) Water Quality Improvement Project (WQIP) funding. Your project, (see enclosed fact sheet), has been approved to receive \$904,400 and has been assigned the following Project ID: 2013WQI11208.

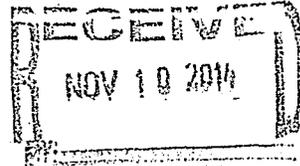
We are ready to start working with you but before proceeding we need to confirm that you are still interested in using this funding for your project. Please read the enclosed one-page summary fact sheet and provide DEC with either: confirmation that you will move forward with this project as described in the fact sheet for the amount of funding awarded, or declination of the award. Within two weeks of the date on this letter, send your confirmation (or declination) and the name and contact information of the applicant's chief elected official or authorized representative to user.water@dec.ny.gov. Once we receive your confirmation, DEC staff will contact you to discuss next steps.

We look forward to working with you on your WQIP project. If you have any questions, we suggest that you first visit our website which contains a great deal of information. If you cannot find the answer to your questions there, you can call my WQIP staff at (518) 402-8179.

Sincerely,

Joseph J. Martens

Enclosure



Water Quality Improvement Projects

Fact Sheet

DEC Project ID: 2013WQI11208

Project Type: Nonpoint Source - Nonagricultural

Grant Recipient: City of Troy, Public Utilities
Project Name: Monument Square Combined Sewer Separation and Green Infrastructure
County: Rensselaer
DEC Region: 4

Total Project Cost: \$1,216,790
State Award: \$904,400

Project Description: The City of Troy will resurface sidewalks and parking lanes in the Monument Square area with permeable pavement, and install a subsurface storm line for future stormwater roof drain separation, directing flows to the Hudson River and bypassing the combined system. The porous surfaces and their associated infiltration practices will be sized to capture and treat approximately 90% of the average annual stormwater runoff volume. Based on the anticipated amount of porous pavement and/or pavers, the project will result in the capture of approximately 760,000 gallons of stormwater on an annual basis.

The City will also implement an educational component explaining the work that was completed and the impact of stormwater on the combined sewer system. The project will help reduce the amount of stormwater entering the city's combined sewer system and ultimately the amount of untreated CSO discharges to the Hudson River.