

**Minutes of the  
REGULAR MEETING  
CITY COUNCIL  
November 5, 2009**

**ROLL CALL:**

MR. WOJCIK, MR. MCGRATH, MR. RYAN, MR. DUNNE, MR. ZALEWSKI, MR. GALUSKI, MR. BROWN, MR. BAUER and PRESIDENT CAMPANA

ABSENT:

**Call to Order: 7:28 p.m.**

**TABLED**

**Public Hearing on November 19, 2009 at 6:45PM**

**LOCAL LAW #4**

**LOCAL LAW NO. 4 (INTRO #4 FOR 2009) AMENDING CHAPTER 285 OF THE CITY CODE OF ORDINANCES**

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

**SECTION 1:** Sections 285-12, 285-25, 285-45, 285-51, 285-53 and 285-91 of Chapter 285 of the City Code of Ordinances entitled Zoning are amended, to provide and read as follows with new matter underlined and matter to be deleted stricken through.

SEE PAGES "1" THROUGH "21"

**Local Law moved to Public Hearing on November 19<sup>th</sup> @ 7:00PM**

**LOCAL LAW #5**

**LOCAL LAW NO. 5 (INTRO #5 FOR 2009) AMENDING SECTION 285-49 OF CHAPTER 285 OF THE CITY CODE OF ORDINANCES**

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

**SECTION 1:** Section 285-49 of Chapter 285 of the City Code of Ordinances entitled Zoning is amended, to provide and read as follows with new matter underlined.

SEE PAGE "1" AND AMENDED ZONING MAP

LOCAL LAW NO. 6 (INTRO #6 FOR 2009) AMENDING SECTION 285-49 OF CHAPTER 285 OF THE CITY CODE OF ORDINANCES

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

SECTION 1: Section 285-49 of Chapter 285 of the City Code of Ordinances entitled Zoning, as it relates to Oakwood Cemetery, is amended to provide and read as follows with new matter underlined.

SEE PAGE "1" AND AMENDED ZONING MAP

ORD. # 1

ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM AGAINST TROY BY GEICO AS SUBROGEE OF MARK BYAS

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

Section 1. The City of Troy Council authorizes the office of the Corporation Counsel to settle this litigation pursuant to the terms and in the amount identified in the attached Memorandum of Support. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General Release in full satisfaction of the claim prior to payment.

Section 2. This Ordinance shall take effect immediately.

ORDINANCE ADOPTED BY THE FOLLOWING VOTE:

AYES: 9
NOES: 0
ABSTAIN:

TROY CITY CLERK EXECUTIVE ACTION
SENT TO THE MAYOR 11/6/09 APPROVED X DATE 11-18-09
RECEIVED FROM THE MAYOR 11-18-09 VETO NOT ENDORSED
CITY CLERK MAYOR

ORD. # 2

ORDINANCE AMENDING SECTION 202 OF THE CITY OF TROY DEPARTMENT OF PUBLIC UTILITIES RULES AND REGULATIONS

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

Section 1. Section 202 of the Department of Public Utilities Rules and Regulations is hereby amended to include a sub paragraph (c) which shall read as follows:

202 (c) For use by the Troy Housing Authority in its recreational water sprinkler systems at Martin Luther King Apartments, Fallon Apartments, Phelan Apartments, Taylor Apartments and Griswold Heights Apartments. The use of free water is contingent upon the Agreement between the City and THA approved by Resolution of the Troy City Council on November 5, 2009 being in full force and effect.

Section 2. This act will take effect immediately.

**Ordinance ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved X Date 11-18-09**

**Veto    Not Endorsed \_\_\_\_\_**

**Mayor \_\_\_\_\_**

### **MEMO IN SUPPORT**

**Title:** Ordinance amending section 202 of the City of Troy Department of public Utilities Rules and Regulations.

**Summary of Provisions:** This will amended section 202 of the Rules and Regulations of the Department of Public utilities so as to provide free water to five recreational sprinkler systems for the Troy Housing Authority (THA). In return the THA will install and maintain economically efficient water sprinkler systems in three locations within the City of Troy.

**Present Law:** Section 202 presently provides free water for

(a) For fire fighting purposes

(b) For use of the Department of Public Works for street cleaning purposes.

**Purpose:** The City maintains and operates recreational water sprinkler systems at Corliss Park, Frear Park and Prospect Park for the use and enjoyment of the public. The systems are not efficient, in that once they are turned on for the season they remain on unless manually turned off. There is a cost to the City to chlorinate that water. THA and its contractors have designed a recreational water sprinkler system which allows for the economical use of water by controlling the flow of water using movement, temperature, and photographic sensors. The sprinklers will not activate unless it is light out, the ambient air temperature reaches a certain degree and there is movement in the splash pad area. The City believes it would benefit by the installation of such equipment by limiting the amount of water used in its recreational water sprinkler systems located at its parks and thus save not only water but the cost involved in chlorinating the water. THA is agreeable to

installing, repairing, and maintaining such equipment at the City's parks in exchange for the City's agreement to provide water, free of charge, to THA for use in its own recreational water sprinkler systems at Martin Luther King Apartments, Fallon Apartments, Phelan Apartments, Taylor Apartments and Griswold Heights Apartments. The City and THA will enter into an agreement memorializing this arrangement. If the agreement is terminated at a later date then the use of free water by THA at its five recreational sprinkler systems shall cease.

**Overall Budget Fiscal Impact:** None.

#### MEMORANDUM IN SUPPORT

On April 11, 2007 at 7:48 am, city employee Joseph Valenti Jr. was operating a 2005 Harvester in a westerly direction on 115<sup>th</sup> St. He came to the intersection with 5<sup>th</sup> Ave. and states that he stopped at the stop sign. He claims that his windshield was frosted over and he could not see clearly. He proceeded into the intersection and broadsided a 1998 Plymouth owned and operated by Mark A. Byas Jr. My Valenti was given a traffic ticket for failing to yield the right of way. Mr. Byas' insurance company, GEICO, paid \$2,351.10 on the claim and brought a lawsuit against the City of Troy and Joseph Valenti Jr.

This matter is ready for trial. A settlement conference was held before the Honorable John Egan. An agreement of settlement was reached at the conference, contingent upon approval of the Troy City Council, for \$1,175.55 or 50 % of the claim. It is recommended that the City Council approve the settlement.

**ORD. # 3**

#### ORDINANCE AMENDING THE 2009 CITY BUDGET TO TRANSFER FUNDS WITHIN THE GENERAL, WATER, AND SEWER FUNDS BUDGET LINES

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

Section 1. The City of Troy 2009 GENERAL, WATER, AND SEWER FUNDS budgets is herein amended and set forth in Schedule A entitled:

#### November 2009 Budget Amendment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

**Ordinance ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**  
**Sent to the Mayor 11/6/09**

**Executive Action**  
**Approved  X  Date  11-18-09**

Received from the Mayor 11-18-09 Veto Not Endorsed  
 City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

**MEMO IN SUPPORT**

**Title:** Ordinance amending the 2009 General, Water, and Sewer Fund Budgets to amend appropriations.

**Summary of Provisions:** This legislation is being initiated by the Administration and will transfer funds from certain accounts to other accounts where the original budget allocations now appear to be insufficient.

**Present Law:** N/A

**Purpose:** The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1<sup>st</sup> and the City Council passes the budget in December. The several hundred expense categories contained in the 2009 budget are estimates of those expenses made in 2008 for 2009.

It is now deemed that certain allocations need to be increased to cover unanticipated expenses. Other budget lines will be adjusted to compensate for these increases.

**Overall Budget Fiscal Impact:** None.

**2009**  
**November Budget Amendment**

<b>General Fund</b>			<b>Original</b>	<b>Change</b>	<b>Revised</b>
<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Budget*</b>	<b>(+ / -)</b>	<b>Budget</b>
DPW - Engineering	A1440-0301-0000	Office Supplies	1,800	600	2,400
DPW - Engineering	A1440-0303-0000	Other Materials & Supplies	884	-600	284
City Services Administration	A1490-0101-0000	Permanent Salaries	342,065	-7,000	335,065
City Services Administration	A1490-0102-0000	Temporary Salaries	27,499	7,000	34,499
City Services Administration	A1490-0409-0001	Anti- litter Program	36,647	2,270	38,917
City Services Administration	A1490-0409-0023	Humane Society fees	40,000	-7,500	32,500
DPW - Facilities Maintenance	A1620-0401-0053	Utilities - Telephone	327,300	34,000	361,300
DPW - Facilities Maintenance	A1620-0401-0054	Utilities - Gas & Electric	350,000	-1,000	349,000
DPW - Central Garage	A1640-0304-0056	Vehicle Expense - Gas & Oil	511,000	-10,000	501,000
DPW - Central Garage	A1640-0304-0057	Vehicle Expense - Parts & Supplies	220,000	17,500	237,500
Police Department	A3120-0401-0054	Utilities - Gas & Electric	224,000	-1,000	223,000
Traffic Control	A3320-0101-0000	Permanent Salaries	265,331	-7,000	258,331
Traffic Control	A3320-0103-0000	Overtime	15,000	7,000	22,000
Traffic Control	A3320-0401-0072	Utilities - Traffic	105,000	-1,000	104,000
DPW - Streets	A5110-0101-0000	Permanent Salaries	1,005,129	-4,000	1,001,129
DPW - Streets	A5110-0102-0000	Temporary Salaries	104,500	4,000	108,500
DPW - Streets	A5110-0401-0074	Utilities - Street Lights	1,298,000	-10,000	1,288,000
Recreation	A7150-0303-0014	Other Material and Supplies	40,000	4,000	44,000
Recreation	A7150-0303-2431	Other Materials & Supplies - pools	8,500	4,100	12,600
Recreation	A7150-0304-0056	Vehicle Expense - Gas & Oil	28,000	-3,000	25,000
Recreation	A7150-0401-0021	Utilities - Oil	8,000	-1,000	7,000
Recreation	A7150-0401-0054	Utilities - Gas & Electric	248,000	-1,000	247,000
Recreation	A7150-0405-0068	Rentals	66,000	4,000	70,000
Recreation	A7150-0432-0000	Civic Services	70,000	-4,100	65,900

DPW - Sanitation	A8160-0405-0076	Refuse Tipping Fee	1,300,000	-26,270	1,273,730
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<b>Total General Fund Budget Expenditure Increase</b>				<u><b>\$0.00</b></u>	
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<b>Water Fund</b>			<b>Original</b>	<b>Change</b>	<b>Revised</b>
<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Budget*</b>	<b>( + / - )</b>	<b>Budget</b>
DPU - Administration	F8310-0413-0046	Taxes - Other	615,000	-37,000	578,000
DPU - Pumping Station	F8320-0401-0054	Utilities - gas & electric	395,000	-50,000	345,000
DPU - Purification	F8330-0303-0000	Other Materials and Supplies	698,000	87,000	785,000
DPU - Transmission	F8340-0101-0000	Salaries - Permanent	948,636	-25,000	923,636
DPU - Transmission	F8340-0113-0000	Out of Grade Pay	2,500	-2,000	500
DPU - Transmission	F8340-0303-0000	Other Materials and Supplies	256,154	27,000	283,154
<b>Total Water Fund Budget Expenditure Increase</b>				<u><b>\$0.00</b></u>	

<b>Sewer Fund</b>			<b>Original</b>	<b>Change</b>	<b>Revised</b>
<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Budget*</b>	<b>( + / - )</b>	<b>Budget</b>
DPU - Sanitary Sewers	G8120-0404-0068	Repairs to Equipment	27,500	-10,000	17,500
DPU - Sanitary Sewers	G8120-0405-0068	Rentals	27,500	10,000	37,500
<b>Total Sewer Fund Budget Expenditure Increase</b>				<u><b>\$0.00</b></u>	

**ORD. #4**

**ORDINANCE AMENDING THE TROY CITY CODE OF ORDINANCES CHAPTER 141 ENTITLED "BUILDINGS"**

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

Section 1. Section 141-20 of Chapter 141 of the City Code of Ordinance entitled Buildings is amended to provide and read as follows with new matter underlined.

**§ 141-20 Vacant building plan and fees.**

A. The owner of a vacant building shall file a plan explaining how he/she will comply with §§ 141-21C(2) and (3) below and shall pay an annual registration fee of \$100 for the period the building remains a vacant building. The fee shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs of the City in monitoring the vacant building site.

H. If the building is to remain vacant pursuant to the plan submitted under § 141-20 A then the owner shall pay an annual vacant building fee of \$500 for the first year. Subsequent annual fees shall be paid as follows: for the second year that the building remains vacant, \$1000; for the third and each succeeding year that the building remains vacant, \$1500. Vacant building fees for structures of 5,000 square feet or greater shall be doubled. All vacant building fees are due and payable together with the annual \$100 registration fee and is non refundable.

Section 2. This act will take effect immediately.

**Ordinance ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved X Date 11-18-09**

**Veto    Not Endorsed**

**Mayor \_\_\_\_\_**

**RES. #1**

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF TROY**

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BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in Schedule "A", attached hereto and made a part hereof, Commissioners of Deeds for the City of Troy for the terms identified in Schedule "A".

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved X Date 11-12-09**

**Veto    Not Endorsed**

**Mayor \_\_\_\_\_**

**RES. #2**

**RESOLUTION AUTHORIZING MAYOR TUTUNJIAN TO EXECUTE A CONTRACT WITH RENSSELAER COUNTY FOR SNOW AND ICE CONTROL ON OAKWOOD AVENUE**

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**WHEREAS, the City of Troy and Rensselaer County desire to continue their long standing relationship for the snow and ice control on Oakwood Avenue, and**

**WHEREAS, the terms, rights and responsibilities of the parties are defined in the proposed agreement, attached hereto and made a part hereof.**

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes Mayor Tutunjian to execute a contract with Rensselaer County for snow and ice removal on Oakwood Avenue and said contract will be in substantial compliance with the contract attached hereto and made a part hereof.

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved \_\_X\_\_ Date 11-12-09**

**Veto \_\_ Not Endorsed \_\_**

**Mayor \_\_\_\_\_**

AGREEMENT

Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between THE CITY OF TROY, NEW YORK, with offices located at City Hall, One Monument Square, Troy, New York, hereinafter referred to as "City" and RENSSELAER COUNTY, NEW YORK, with offices located at 1600 Seventh Avenue, Troy, New York hereinafter referred to as "County"

1. The City shall provide snow plowing services, as needed, on that portion of the highway known and designated as Oakwood Avenue which is located outside the corporate limits of the City, for a (7) seven month period commencing October 1, 2009 through April 30, 2010.
2. The City shall provide the application of salt, as necessary, to maintain the safe flow of traffic on said portion of Oakwood Avenue.
3. Such services shall be provided upon the understanding that the County shall reimburse the City for the same.
4. The City has requested and the County hereby agrees to stripe forty-one (41) miles of roadway for the City during the term of this agreement in lieu of cash reimbursement for the above services by the City. Mileage in excess of forty-one (41) miles shall be billed to the City at the rate charged to the County by its contractor.
5. Except as otherwise provided herein, the County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of its obligations under this agree, provided, however that the City shall notify the County of any action, proceeding claim or demand arising hereunder within (10) days of the City having received notice therefore. The County shall, at its option, either elect to defend any action brought against the City or call upon the City to defend such action. In the event, the City defends the action, -the County shall reimburse the City for all necessary expenses, including litigation expenses, incurred by the City. In no event shall the County be obligated to defend or indemnify the City, or any insurer thereof, in any action, proceeding, claim or demand arising out of the

actual operation of a City owned or operated vehicle, whether such vehicle shall be insured or subject to self-insurance, while engaged in the operation of snow and ice control functions under this agreement.

6. This agreement has been executed on behalf of the County pursuant to Resolution G/ / of the Rensselaer County Legislature, and on behalf of the City pursuant to Resolution of the Troy City Council.

Approved as to form: THE CITY OF TROY, NEW YORK  
by: \_\_\_\_\_ Corporation Counsel Harry Tutunjian  
Mayor

Approved as to form: COUNTY OF RENSSELAER, NEW YORK  
by: \_\_\_\_\_ Kathleen M. Jimino  
County Executive

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally came Kathleen M. Jimino, to me personally known, who, being by me duly sworn, did say that she resides at \_\_\_\_\_, New York; that she is the County Executive of the County of Rensselaer, New York, the municipal corporation described in and which executed the within instrument; that the same was executed pursuant to resolution of the Rensselaer County Legislature; that the seal affixed to said instrument is such corporate seal and was affixed pursuant to such resolution.  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally came Harry Tutunjian, to me personally known, who, being by me duly sworn, did say that he resides in the City of Troy, New York; is the Mayor of the City of Troy, New York, the municipal corporation described in and which executed the within instrument; that the same was executed pursuant to resolution of the-Troy City Council; that the seal affixed to said instrument is such corporate seal and was affixed pursuant to such resolution.  
Notary Public

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CROW DISPERSAL AGREEMENT WITH RENNELAER COUNTY**

WHEREAS, The City of Troy requires the services of wildlife damage management services specifically for the crow population within the City of Troy, and

WHEREAS, The UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES (USDA/APHIS-WS) has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426c) as amended, for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety, and

WHEREAS, The USDA/APHIS-WS has provided to the City of Troy an Intergovernmental Agreement with a work plan outlining a timetable and activities for crow management at a cost to the City of \$3,475.00, and

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

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved X Date 11-12-09**

**Veto    Not Endorsed**

**Mayor \_\_\_\_\_**

**INTERGOVERNMENTAL AGREEMENT Agreement No . :**

Between

Accounting Code:083723601 8

CITY OF TROY

and the

UNITED STATES DEPARTMENT OF AGRICULTUR E  
ANIMAL AND PLANT **HEALTH** INSPECTION SERVICE (APHIS )  
WILDLIFE SERVICES (WS )

**ARTICLE 1**

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page .

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat . 1468; 7 U.S .C .426-426b) as amended, and the Act of December 22, 1987 (101Stat . 1329-331, 7-U :S.C.-426c), to cooperate with States, local jurisdictions, individuals, public and privat e

agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that ar e reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture forestry, animal husbandry, wildlife, and human health and safety .

**ARTICLE 3**

APHIS-WS and the Cooperator agree :

1. APHIS-WS will provide the requested wildlife damage management services .
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$3,475 to cover the costs as outlined in the Financial Plan .  
 Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date .
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt .
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities .
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations .
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement . .
7. City of Troy certifies that APHIS WS has advised the City of Troy that there may be private sector service providers available to provide wildlife management services that the City of Troy is seeking from APHIS WS .
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes . APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom .

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective November 1, 2009 and shall continue in effect until the completion or termination of the project . This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing . Further, in the event the Cooperator or the County of Rensselaer does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement . .

Hany J. Tutunjian, Mayor  
 One Monument Square ,  
 City Hall

Harry J. Tutunjian, Mayor  
 Date

Troy, New York 12180

Tax Identification Number :  
 USDA-APHIS-Wildlife Services  
 1930 Route 9

Martin S. Lowney, State Director  
 Date

Castleton, NY 12033

**WORK PLAN**

Wildlife Species : American crow and fish crow

Description of Damage : The City and County of Rensselaer expressed concerns regarding : damage to building sand cars in the parking lot, the associated clean up costs ; as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces .

Location: City of Troy

Services Provided:

- 1) To provide trained USDA Wildlife Biologists and Specialists to develop and implement an effective integrated on-lethal crow roost management plan with emphasis non-lethal techniques such as pyrotechnics, distress calls and lasers .
- 2) To conduct a five night crow roost dispersal program using multiple non-lethal methods including distress calls , pyrotechnics, predator eye balloons and lasers during five nights .
- 3) Provide technical assistance to city management and residents on habitat modification methods to reduce site specific crow damage . 4) Conduct up to four additional three day dispersal activities if necessary to disperse large concentration of crows causing damage in the City of Troy .
- 5) Monitor crow populations and activity patterns in the City of Troy beginning November 1, 2009 through March

31, 2010 to determine the effectiveness of crow roost dispersal program.

**FINANCIAL PLAN**

Personnel Costs \$2,395

Supplies & Equipment Vehicle Usage .600

Program Support \$48 0

TOTAL : . \$3,475

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this

agreement, but may not exceed \$3,475 .

**Financial Point of Contact**

APHIS, WS : David Vail

Phone(518) 477-483 7

Cooperator :

< Personnel Name>

Phone

**RES. #4**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE STATE ASSISTANCE CONTRACT PURSUANT TO THE NEW YORK STATE DEPARTMENT OF STATE HUDSON-FULTON CHAMPLAIN QUADRICENTENNIAL 2009 ECO-DOCK PROGRAM UNDER THE ENVIRONMENTAL PROTECTION FUND**

WHEREAS, in honor of the 2009 Hudson-Fulton-Champlain Quadricentennial celebration, monies are available to local governments under Title 11 of the New York State Environmental Protection Fund for the development of new public docks and or the improvement of existing public docks for recreational non-motorized boat on the Hudson River, and

WHEREAS, the City of Troy desires to increase its supply of recreational and waterfront amenities through the development of a non-motorized watercraft launch at the end of Madison Street and immediately adjacent to the fishing pier now under construction; and

WHEREAS, these amenities will be consistent with the site development scheme of the Upper Hudson Rivers & Estuaries Satellite Center, and;

WHEREAS, to obtain the funds, a municipality must first make application and then execute a Project Agreement with the State of New York, and;

WHEREAS, the date for filing an Environmental Protection Fund Application for State Assistance Payments with the New York Department of State expired on October 14, 2009, and;

WHEREAS, the Mayor, recognizing the deadline for submission of the application and also mindful of the City Council's authority to both authorize the making of an application and the execution of the Project Agreement, made conditional application to the State and will finalize the process with submission of this Resolution and the Project Agreement if authorized to do so by the City Council.

NOW THEREFORE BE IT RESOLVED , The City Council of the City of Troy hereby authorizes the Mayor to file an application on behalf of the City for funds from the New York State Department of State, in accordance with the provisions of Title 11 of the Environmental protection Act of 1993, in an amount not to exceed (\$43,762.50), and upon approval of said request to enter into and execute a Project Agreement with the State of New York for such financial assistance to the City of Troy,

**Resolution ADOPTED by the following vote:**

**AYES: 9**  
**NOES: 0**  
**ABSTAIN:**

**Troy City Clerk**  
**Sent to the Mayor 11/6/09**  
**Received from the Mayor 11-18-09**  
**City Clerk \_\_\_\_\_**

**Executive Action**  
**Approved X Date 11-18-09**  
**Veto    Not Endorsed**  
**Mayor \_\_\_\_\_**

**RES. #5**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TROY HOUSING AUTHORITY FOR THE INSTALLATION OF ECONOMICALLY EFFICIENT SPRINKLER SYSTEMS AND THE USE OF FREE WATER**

**WHEREAS**, the City maintains and operates recreational water sprinkler systems at Corliss Park, Frear Park and Prospect Park for the use and enjoyment of the public; and

**WHEREAS**, The Troy Housing Authority (THA) and its contractors have designed a recreational water sprinkler system which allows for the economical use of water by controlling the flow of water using movement, temperature, and photographic sensors; and

**WHEREAS**, the City believes it would benefit by the installation of such equipment by limiting the amount of water used in its recreational water sprinkler systems located at its parks; and

**WHEREAS**, THA is agreeable to installing, repairing, and maintaining such equipment at the City’s parks in exchange for the City’s agreement to provide water, free of charge, to THA for use in its own recreational water sprinkler systems at Martin Luther King Apartments, Fallon Apartments, Phelan Apartments, Taylor Apartments and Griswold Heights Apartments.

**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 Troy Housing Authority, 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.

**RESOLUTION ADOPTED BY THE FOLLOWING VOTE:**

**AYES: 9**  
**NOES: 0**  
**ABSTAIN:**

**TROY CITY CLERK**  
**SENT TO THE MAYOR 11/6/09**  
**RECEIVED FROM THE MAYOR 11-18-09**  
**CITY CLERK \_\_\_\_\_**

**EXECUTIVE ACTION**  
**APPROVED X DATE 11-18-09**  
**VETO    NOT ENDORSED**  
**MAYOR \_\_\_\_\_**

## AGREEMENT

This Agreement made the \_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Troy (hereinafter “City”), a municipal corporation, having a principal place of business at Troy City Hall, One Monument Square, Troy, New York and the Troy Housing Authority (hereinafter “THA”), a public housing corporation, having its principal place of business at One Eddy’s Lane, Troy, New York.

**WHEREAS**, the City maintains and operates a recreational water sprinkler system at Corliss Park, Frear Park and Prospect Park for the use and enjoyment of the public; and

**WHEREAS**, THA and its contractors have designed a recreational water sprinkler system which allows for the economical use of water by controlling the flow of water using movement, temperature, and photographic sensors; and

**WHEREAS**, the City believes it would benefit by the installation of such equipment by limiting the amount of water used in its recreational water sprinkler systems located at its parks; and

**WHEREAS**, THA is agreeable to installing, repairing, and maintaining such equipment at the City’s parks in exchange for the City’s agreement to provide water, free of charge, to THA for use in its own recreational water sprinkler systems; and

**WHEREAS**, the parties have reached an agreement on this issue and wish to reduce same to writing,

**NOW, THEREFORE**, the parties hereto, for the consideration hereinafter mentioned, covenant and agree, with each other, as follows:

1. The City hereby grants a temporary license to THA to install, repair, and maintain recreational sprinkler equipment at Corliss Park, Frear Park, and Prospect Park in the City of Troy. During the term of this Agreement, THA shall repair and maintain the equipment it installs in connection with the recreational sprinkler system. The City shall remain responsible for the repair and maintenance of all other equipment at the parks, including the existing water system up to the location where THA’s equipment is installed.
2. In exchange therefore, the City shall provide THA with water without fee or cost of any type for five (5) recreational sprinkler systems installed or to be installed at Martin Luther King Apartments, Fallon Apartments, Phelan Apartments, Taylor Apartments, and Griswold Heights Apartments. THA shall install a water meter, at each of the five above referenced apartments, of a make and model and at a location that is acceptable to the City. THA shall be permitted, and is hereby granted a temporary license for such purpose, to access the City’s waterline before the water meter located at each site and direct the flow of water to the recreational sprinkler system. THA shall install, repair, and maintain the entire recreational water sprinkler system from the point THA accesses the City’s waterline.

3. This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other without further liability to either party. Notice to THA shall be mailed to the Office of the Executive Secretary, One Eddy's Lane, Troy, New York. Notice to the City shall be mailed to Office of the Mayor, Troy City Hall, One Monument Square, Troy, New York. Upon such termination, THA shall remove all equipment it has installed and maintained at the City's parks and shall shut off the flow of water from the waterline before the meter at each of its sites.
4. Both parties expressly agree that they will cooperate with each other regarding the startup and winterization of the recreational sprinkler system at the City's parks and endeavor to have the recreational sprinkler systems operable commencing May 15<sup>th</sup> and ending September 15<sup>th</sup> of each year.
5. THA agrees to indemnify and hold the City harmless for any liability incurred by the City due to the negligence of THA. The City agrees to indemnify and hold THA harmless for any liability incurred by THA due to the negligence of the City.

**CITY OF TROY**

**TROY HOUSING AUTHORITY**

\_\_\_\_\_  
By: Harry Tutunjian, Mayor

\_\_\_\_\_  
By: William Meissner, Executive Secretary

**RES. #6**

**RESOLUTION AUTHORIZING MAYOR TUTUNJIAN TO  
EXECUTE A REAL PROPERTY TAX AGREEMENT WITH RENNELAER COUNTY**

---

**WHEREAS**, the City of Troy has previously collected for and on behalf of the County of Rensselaer, the County taxes levied upon properties situated in the City of Troy, pursuant to Chapter 209 Section 9 of the Laws of 1918; and

**WHEREAS**, the City of Troy and County entered into an agreement whereby the City of Troy agreed to continue to collect and enforce such County real property taxes for the years 2005 through 2009; and

**WHEREAS**, the City of Troy and County are desirous of continuing that arrangement for an additional five (5) years.

**WHEREAS, the terms, rights and responsibilities of the parties are  
defined in the proposed agreement, attached hereto and made a part hereof.**

**NOW THEREFORE BE IT RESOLVED**, that the City Council hereby authorizes Mayor Tutunjian to execute a Real Property Tax Agreement with Rensselaer County for the collection of County Taxes levied upon properties situated in the City of Troy and said agreement shall be in substantial compliance with the agreement attached hereto and made a part hereof.

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

<b>Troy City Clerk</b>	<b>Executive Action</b>
<b>Sent to the Mayor <u>11/6/09</u></b>	<b>Approved <u>X</u> Date <u>11-16-09</u></b>
<b>Received from the Mayor <u>11-18-09</u></b>	<b>Veto <u>    </u> Not Endorsed <u>    </u></b>
<b>City Clerk _____</b>	<b>Mayor _____</b>

**REAL PROPERTY TAX AGREEMENT**

AGREEMENT made this — day of November, 2009, by and between **RENSSELAER COUNTY, NEW YORK**, a municipal corporation and political subdivision of the State of New York, having its principal offices at the Ned Pattison Government Center, 160 0 Seventh Avenue, Troy, New York 12180, party of the first part, hereinafter referred to as "County", and **THE CITY OF TROY, NEW YORK** a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Troy City Hall, One Monument Square, Troy, New York, party of the second part, hereinafter referred to as "City of Troy".

WHEREAS, the City of Troy has previously collected for and on behalf of the County, the County taxes levied upon properties situated in the City of Troy, pursuant to Chapter 209 Section 9 of the Laws of 1918; and

WHEREAS, the City of Troy has paid to the County the full amount of such taxes levied, regardless of whether same were delinquent ; and

WHEREAS, the City of Troy has amended Section 15 .01 of its City Charter to repeal any obligation to so collect or so guarantee County real property taxes upon properties situated in the City of Troy; and

WHEREAS, the City of Troy and County entered into an agreement whereby the City of Troy agreed to continue to collect and enforce such County real property taxes for the years 2005 through 2009 ; and

WHEREAS, the City of Troy and County are desirous of continuing that arrangement for an additional five (5) years .

NOW, THEREFORE, WITNESSETH, in consideration of the mutual promises and covenants herein, that the parties hereto, through their chief executive officers, having first obtained the consent of their respective legislative bodies, do hereby agree as follows :

**ARTICLES OF AGREEMENT**

1. On or before September 15<sup>th</sup> of each year of this Agreement, the City Assessor of the City of Troy shall provide to the County a tentative amount of the total assessments on all taxable property within the City of Troy. No later than October 1<sup>st</sup>, the City Assessor shall provide a certification of the final assessments for the City of Troy . The City of

Troy shall not be required to prepare duplicate assessment rolls for said County .

2. On or before December 15th of each year of this agreement, the Director of Real Property Tax Services for the County shall furnish to the City Comptroller a certification of the amount of tax to be levied in the City of Troy for County purposes and the rate thereof . A certified copy of a resolution approved by the Rensselaer County Legislature specifically showing and directing this tax shall be furnished to the City of Troy by December 31 St by the Clerk of the Legislature .

3. It shall be the duty of the property officers of the City of Troy to assess real property and, subsequent to the tax levy by the City Council to extend and collect county taxes on all taxable property in the City of Troy . The County portion of the tax shall be subject to fees and penalties accrued under and pursuant to the Real Property Tax Law Section 924-a. The city's portion shall be subject to the same fees, penalties and proceedings for the collection of taxes as is prescribed in the Charter of the City of Troy and general and special laws applicable to City taxes .

4. The county tax rate and the city tax rate may be added together and extended and collected in one item ; however, each tax bill shall specifically set forth the separate rates for the City and County and total taxes attributable to each levy .

5. On April 15 t of each year, the City Comptroller shall certify and pay to the County the amount of all current and delinquent County taxes, interest and penalties collected by the City of Troy during the period January 1 to March .31 of that year and therefore due and owing to the County . Likewise on July 15 `1', October 15th, and January 15(1' the city Comptroller shall certify and pay to the County the amount of all County taxes, interest and penalties collected by the City of Troy during the previous quarter year, and therefore due and owing to the County . Should the City of Troy fail to make any payment under this agreement by the payment date indicated, then interest will be paid to the County by the City of Troy at the rate of ten (10%) percent per annum of the unpaid balance .

Each quarterly certification shall contain the following :

The City of Troy will identify the total tax collections for the current year which were received during the previous quarter . These collections will be identified as either a first installment or second installment collection . In addition, the City of Troy shall provide the total of all prior years' tax, interest and penalty collections received during the previous quarter . These prior years' collections shall be categorized by year . All collections reported (current and prior years) will be itemized by the month in which they were collected. Should the City of Troy fail to provide all of the required information by the due date, the City of Troy's fee for the collection of County taxes shall be reduced by One Hundred Dollars (\$100.00) for each day it is delinquent.

6. On March 15 th of each year (2011, 2012, 2013, 2014 or 2015, as the case may be), the City Comptroller shall make and deliver to the County Chief Fiscal Officer a n account, subscribed and affirmed by him as true, of county taxes listed on the tax rolls for all prior years, which remain unpaid as of February 28 th of that year . This report shall itemize the unpaid taxes by the year in which they were originally levied and shall be in a summary format as to show the beginning of the year unpaid taxes ; less each of the quarterly payments made to the County and collections received by Troy and not yet transmitted to the County ; plus any additions that relate to the base tax (i .e. : interest and penalties) that become a component of the tax receivables ; and plus and/or minus other valid adjustments which would have an effect on the amount of the County tax receivable (i .e. : court ordered reductions, unpaid taxes which were liquidated by foreclosure sale, collection fees, unpaid taxes which were moved to another receivable category, etc .) . Additionally, each of the entries on this summary report shall be accompanied by backup analysis, and/or documentation sufficient to justify the inclusion of such

entry. Should the City of Troy fail to provide the required information by March 15 th then the City of Troy's fee for the collection of County taxes shall be reduced by One Hundred Dollar s (\$100.00) for each day it is delinquent .

7. Simultaneously with each quarterly certification, the City Comptrolle r shall submit to the County a claim for its collection fee which such collection fee shall be equa l to one-half percent (%2 %) on the amount of the County taxes being certified and paid, less any penalties accrued pursuant to Sections Five or Six of this agreement. Said collection fee will b e credited against and deducted from any such quarterly payment due from the City of Troy to th e County.

8. The County Chief Fiscal Officer shall refund to the City of Troy, upon a certificate to be furnished by the City Comptroller, the amount of all county taxes that have bee n paid and transmitted to the County and subsequently determined to be erroneous or unlawful a s defined in Title Three of Article Five of the Real Property Tax Law . Said refunds may b e credited against and deducted from any quarterly tax payment due from the City of Troy to th e County.

9. In the event that the City of Troy shall sell any property it has acquired a s a result of the non-payment of taxes in accordance with the Charter of the City of Troy, the Cit y Comptroller shall certify in the second quarterly report thereafter the amount of county taxes , interest and penalties due to the County from the collection by the City of Troy of the sales price , and shall remit that amount therewith . However, that if the sale was for more or less than the full amount of taxes due to the City of Troy and County, the City of Troy shall certify and remit t o the County its proportionate share of the sale price . The City of Troy shall not sell any propert y through the proposal method, for less than the amount of the outstanding taxes, interest and penalty, and for other than the highest monetary proposal, unless the County Legislature an d County Executive approves said sale for other than the highest monetary proposal . In the event the City of Troy shall elect to retain title to any such property fo r municipal purposes, then in that event the City of Troy shall certify and remit to the County th e full amount of all delinquent county taxes, interest and penalties not previously paid to th e County as of the date of acquisition .

For the purpose of this paragraph the following definitions shall apply :

- (a) proportionate share of the sale price shall mean for a subjec t property, the ratio that the total delinquent county tax bill bears to the combined delinquent Cit y of Troy and County tax bill ;
- (b) municipal purposes shall mean any use that shall serve a governmental function for the City of Troy .

10. The county tax levied by the City of Troy or by its officers, as herein provided, shall remain, until actually paid or satisfied, a lien upon the taxable property upo n which the same has been levied, from the time the tax roll containing said tax shall be filed wit h the City Treasurer or other officer performing his functions .

11. The term of this Agreement shall be for a period of years commencin g January 1, 2010 and ending December 31, 2014, unless the parties shall enter into a renewal and/or modification thereof before December 31, 2014 . However, either party may opt to cance l this agreement effective January 1st of any year provided they do so in writing no later than Jun e 30th of the preceding year .

IN WITNESS **WHEREOF**, the parties have signed this Agreement on the da y and year first above written and have caused the respective seals of the City of Troy and Count y to be affixed hereto subject to ratification by the Troy City Council and Rensselaer Count y Legislature.

(SEAL)

Approved as to form ;

By:  
Stephen A. Pechenik  
**Kathleen M. Jimino**  
County Attorney  
County Executive  
(SEAL)

Approved to as form :  
**THE CITY OF TROY, NEW YORK**  
by:  
Charles A. San-is  
**Harry J. Tutunjian**  
Corporation Counsel  
Mayor  
(SEAL)

**RES. #8**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACT WITH BENETECH, INC. ONE DODGE STREET, WYNANTSKILL, N.Y. FOR THE  
PURPOSE OF CONSULTING,  
MANAGEMENT, AND CLAIMS ADMINISTRATION IN RELATION  
TO THE CITY'S HEALTH AND DENTAL INSURANCE PROGRAMS  
FOR THE TWO-YEAR PERIOD (2010 AND 2011)**

---

**WHEREAS**, the City of Troy issued a Request for Proposal for a vendor to administer its Health and Dental Insurance programs; and

**WHEREAS**, Benetech, Inc. was the only vendor to respond to the RFP and was selected as the chosen vendor based on the companies ability to administer the City's health and Dental insurance programs; and

**WHEREAS**, in continuing a program for the administration of its health insurance program, the City will benefit from the health plan strategy provided by the vendor and designed to control future health care costs. On a continuous basis, the vendor will reevaluate and update the City's health care program within the parameters permitted within the existing employee bargaining agreements; and

**WHEREAS**, the vendor will provide on-line enrollment and reporting capability of all employees, as well as, prepare necessary external reports, quarterly audits, detailed claim audits, and other similar functions; and

**WHEREAS**, the vendor will provide on-line enrollment and reporting capability of all employees, as well as, prepare necessary external reports, quarterly audits, detailed claim audits, and other similar functions; and

**WHEREAS**, the vendor will provide services necessary for implementation of the City of Troy's newly negotiated flexible spending plans.



Section 4. Bonds issued by the Corporation will not be backed by the full faith and credit of the City and will be non-recourse to the City. Bonds issued by the Corporation will be secured solely by the creditworthiness of a particular project.

Section 5. The Mayor is authorized and directed to act on behalf of the City in exercising the City's rights as a sole member of the Corporation under the New York Not-for-Profit Law, which delegation of authority includes, is not limited to, the power to execute all documents and agreements required to be executed by the City as a member of the Corporation and approve the Corporation's bylaws.

Section 6. This resolution shall take effect immediately.

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

Clerk	Executive Action	Sent to the Mayor	Troy City
Approved <u>X</u>	Date <u>11-18-09</u>	Received from the Mayor	<u>11-18-09</u>
<u>Not Endorsed</u>	City Clerk _____	Mayor	Veto

**BOND, SCHOENECK & KING, PLLC**  
ATTORNEYS AT LAW IN NEW YORK FLORIDA KANSAS  
MEMORANDUM

TO:  
Hon. Harry J. Tutunjian  
FROM :  
Richard L. Smith, Esq.  
DATE :  
October 13, 2009  
RE:

Formation of City of Troy Capital Resource Corporation  
The statutory authority of the Troy Industrial Development Authority (the "Authority") to issue civic facility revenue bonds on behalf of not-for-profit corporations such as Rensselaer Polytechnic Institute ("RPI") expired on January 30, 2008. The statutory authority of all of the Industrial Development Agencies (the "IDAs") in New York State to finance projects for not-for-profit corporations also expired on January 30, 2008. The New York State Legislature considered various proposals to extend the statutory authority of the Authority and IDAs to issue bonds on behalf of not-for-profit corporations during the 2008 and 2009 legislative sessions. To date, no legislation has been passed by both the Senate and Assembly to extend authority to issue bonds on behalf of not-for-profit corporations.  
As a result of the inability of the Authority and IDAs to finance not-for-profit corporations, not-for-profits have been forced to borrow through the Dormitory Authority of the State of New York ("DASNY").  
To provide not-for-profit corporations an alternative to DASNY for financing of capital projects, several municipalities in New York State have recently formed local development corporations ("LDCs") under Section 1411 of the New York State Not-For-Profit Corporation Law. The Internal Revenue Service recently confirmed that LDCs formed for purposes of promoting community development and creation of jobs within a municipality may qualify as issuers of tax-exempt bonds under the Internal Revenue Code provided the formation of the LDC is approved by the municipality and the municipality approves the members of the LDC. Also,

upon any dissolution of the LDC, any remaining assets and property of the LDC must revert to the municipality .

RPI plans to restructure certain outstanding bonds issued on behalf of RPI by the Rensselaer County Industrial Development Agency in 1999 and bonds issued by the Authority in 2002 and 2007.

In lieu of borrowing through DASNY to restructure the outstanding bonds, RPI has inquired whether the City would be willing to form an LDC . Formation of an LDC would be advantageous to RPI in several ways, including lower costs to complete the restructuring, . avoidance of certain DASNY financial covenants and an ability to complete the restructuring sooner. The City would also benefit through the formation of the LDC . Like the Authority, the LDC would receive an administrative fee for issuance of bonds on behalf of RPI and others . Administrative fees received by a City LCD could be used similar to the administrative fees collected by the Authority to advance economic development activities of the City and in some cases to directly benefit the City .

Attached is a proposed Certificate of Incorporation for formation of the City of Troy Capital Resource Corporation . For ease of formation, the Certificate of Incorporation provides that the current members of the Authority would also serve as members of the Corporation. As new members are appointed to the Authority from time to time they would replace the former members of the Authority that are members of the Corporation .

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1623679 .1 10/13/2009

**RES. #10**

## **RESOLUTION ACCEPTING THE CONGRESS STREET AND FERRY STREET CORRIDOR FINAL GENERIC ENVIRONMENTAL IMPACT STATEMENT**

---

**WHEREAS**, pursuant to Resolution #9 passed April 2, 2009 the City Council declared itself SEQR Lead Agency and determined that the proposed Congress Street and Ferry Street Corridor Master Plan was a Listed action pursuant to SEQR, and

**WHEREAS**, the proposed Master Plan was prepared which included a Draft Environmental Impact Statement, together with a T-5 Urban Code detailing the proposed zoning for the corridor, a Fiscal Impact Analysis and a Housing Market Analysis together with the Full Environmental Assessment Form, a Positive Declaration Statement and Planning Board Resolution of support, all of which were made available to the public for its review and comment, and

**WHEREAS**, a public hearing was held on the 3<sup>rd</sup> day of September 2009 at 6:30 pm at Troy City Council Chambers at City Hall, and

**WHEREAS**, pursuant to Resolution #3 passed October 1, 2009, the City Council accepted the Congress Street and Ferry Street Corridor Draft Generic Environmental Impact Statement, and

**WHEREAS**, a public comment period remained open on the Congress Street and Ferry Street Corridor Draft Generic Environmental Impact Statement from September 3, 2009 through October 22, 2009.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby:

1. Accepts the Congress Street and Ferry Street Corridor Final Generic Environmental Impact Statement which is attached hereto as Exhibit #1.

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

Troy City Clerk	Executive Action
Sent to the Mayor <u>11/6/09</u>	Approved <u>X</u> Date <u>11-18-09</u>
Received from the Mayor <u>11-18-09</u>	Veto <u>  </u> Not Endorsed <u>  </u>
City Clerk _____	Mayor _____

# i TROY

## Appendix 1

### Final Generic Environmental Impact Statement

Project:

Adoption of the Congress Street and Ferry Street Corridor Master Plan and Associated Zoning Amendments

Action:

SEQR Type 1 Action

Location :

City of Troy; Rensselaer County, New York

Lead Agency

Troy City Council

Contact :

Sondra A. Little, Commissioner

Planning and Community Development

City Hall

1 Monument Square

Troy, NY 12180

518-270-4619

Preparers :

Saratoga Associates

443 Broadway

Saratoga Springs, NY 1286 6

518-587-255 0

Date of Acceptance of DGEIS:

October 1, 2009

Deadline for Comments on DGEI S

October :22,200 9

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ASSOCIATES Appendix 1 - 1

Generic Environmental Impact Statement

Adoption of the Congress Street and Ferry Street Corridor Master Plan and Associated Zoning Amendment s

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Impact on Geology and Topography 1-4 .....

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Impact On Water RES011YCeS

.....



According to 5617 .10 of 6 I\TYCRR Part 617 State Environmental Quality Review:

"Generic EISs may be broader, and more general than site or project specific EISs and should discuss the logic and rationale for the choices advanced . They may also include an assessment of specific impacts if such details are available. They may be based on conceptual information in some cases. They may identify the important elements of the natural resource base as well as the existing and projected cultural features, patterns and character. They may discuss in general terms the constraints and consequences of any narrowing of future options . They may present and analyze in general terms a few hypothetical scenarios that could and are likely to occur."

Based upon the evaluation of the Action through the GEIS, the adoption of the Master Plan and associated zoning amendments will not result in one or more direct significant adverse environmental impact. A direct impact is an impact that would occur as a direct result of the action (e.g., the removal of vegetation may result in erosion and sedimentation of a water body, an impact directly related to the removal of vegetation) . Due to the fact that the Action being evaluated by this GEIS is only the adoption of the Master Plan and associated zoning amendments, there will be no direct adverse impacts .

The Action will result in a direct positive impact, as the City of Troy will now have a clear plan and the regulatory tools in place to guide appropriate urban mixed-use development within the Congress Street and Ferry Street Corridor, something the City currently does not have .

While no direct adverse impacts will occur, there is the potential for indirect adverse environmental impacts that may occur as a result of future development projects proposed in accordance with the Master Plan and the new zoning regulations .

In combination with the mitigation measures offered in this FEIS, the Master Plan and proposed zoning amendments should be viewed as a mitigation measure against potential indirect impacts associated with future development on environmental resources .

SEQR establishes a process requiring the consideration of environmental factors early in the planning stages of actions that are undertaken, approved or funded by state, regional or local agencies . This systematic approach allows adverse impacts to be avoided or mitigated.

Appendix 1 - 3  
SARATOGA  
ASSOCIATES

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The proposed Master Plan, including the concepts for redevelopment, and the related zoning amendments are being evaluated using this GEIS . This GEIS can serve as a foundation document and thereby shorten subsequent reviews and allow projects to proceed more quickly . However, the adoption of the Master Plan and related zoning amendments along with the acceptance of a Final GEIS and Statement of Findings will not create default approvals of any development activity, either private or public .

For each future project proposed, the scale of the proposed action and consistency with the concepts, vision and recommendations outlined in the Master Plan should be closely considered by the City of Troy and other involved approval agencies .

Due to the fact that the Action will not result in any direct adverse impacts the GEIS will only discuss the potential for indirect impacts, both positive and adverse .

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#### Impact on Land Use and Zoning

Potential Indirect Positive Impact: The Action will facilitate a change of land use from underutilized to a more efficient mixed-use condition .

The Action will facilitate a land use change within the District from vacant and underutilized to a developed and efficient urban form. The intensity and density of uses allowed would also increase compared to the existing zoning regulations . These changes are considered a positive indirect impact when compared to the current land use patterns and the type of development that existing regulations would allow. As discussed above, the primary zoning district is B-5 Highway Commercial which allows large-scale retail/wholesale uses with large surface parking lots . This development pattern is more suburban and automobile-dependent. The Action will facilitate a change away from this inefficient use of urban land and improve pedestrian connections, which will be positive for Troy's central business district .

#### Mitigation

All projects proposed under the Master Plan and zoning amendments will continue to be subject to the City's applicable land use regulations along with SEQR and other applicable local, state and federal regulations . Direct impacts associated with development under the Master Plan and zoning amendments will be addressed during their respective review phases .

#### Significance of Impact

No significant adverse environmental impacts on land use and zoning were identified ,

#### 1.2 . Impact on Geology and Topography

Potential Indirect Adverse Impacts : Increased potential for runoff, erosion and water quality degradation . During construction, -with the steep slopes prevalent in the District, there is an increase in the potential for stormwater runoff, erosion and water quality degradation . These potential impacts are greatest during construction periods when soils are without any vegetative cover . However, these potential impacts exist under the current zoning and are not unique to the implementation of Master Plan and zoning amendments . Refer to Figure 1 — Soil Types for further reference on subsurface conditions .

#### Appendix 1 - 4

#### SARATOGA ASSOCIATES

#### Mitigation

The Action will facilitate more efficient use of land within the District and is likely to result in less large surface parking lots and more centrally located parking structures and/or garages . This will limit the amount of impervious surfaces and allow for a greater concentration of structures, which may utilize green roofs, and other alternative stormwater measures that limit and control runoff .

Development will be required to comply with applicable NYSDEC stormwater regulations for land disturbances over one acre . In addition, all projects proposed for the District will be subject to applicable city stormwater and land use regulations as well as SEQR and other applicable local, state and federal regulations, which will address potential impacts, related to runoff, erosion and water quality .

#### Significance of Impact

The Action would not introduce development at an intensity level significantly greater than what is currently permitted . The Action will facilitate more efficient land use patterns, and any potential impact associated with the implementation of the development under the Action would be an indirect impact and would be addressed under the appropriate local, state and federal regulations including SEQR and stormwater regulations . Based upon this information, the Action is not expected to result in any indirect significant adverse impacts related to increased potential for runoff, erosion and water quality degradation .

Potential Indirect Adverse Impacts : Noise and vibration impacts related to blasting .

Due to the prevalence of bedrock throughout the District, blasting is likely to be required during construction, an indirect impact related to the Action . Adjacent and nearby properties could be impacted . Properties within 500 ft of the development site limits may be more susceptible to experience minor vibrations related to the removal of bedrock It should be noted that the existing zoning permits development that may also require blasting due to the prevalent bedrock conditions .

#### Mitigation

If blasting is required during future development projects, it must be performed by licensed contractor and conducted in a manner to reduce the maximum peak particle velocity to less than two -inches per second at property limits (or the required standard at the time of blasting) . Depending on location and the sensitivity of nearby structures, the thresholds may be lowered if possible to mitigate potential for damage . Airblast overpressure from blasting will be limited to less than 0.014 psi (or the required standard at the time of blasting) as measured from the nearest occupied structure .

Furthermore, the following mitigation techniques should be utilized for all future development where blasting is required and should be incorporated into future approvals as conditions :

> Residents within a one-half mile radius of any blasting site will be notified in advance of blasting events, if requested . The blasting contractor will formally contact nearby residents to ensure that all

persons requesting notification are identified .

> Blasting will only occur between the hours of 9 :00 a.m. and 5 :00 p.m. on weekdays only. Explosives will not be detonated on weekends and holidays .

Appendix 1 - 5

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> All blasting will be conducted by a qualified licensed blaster pursuant to the applicable requirements of the State of New York and federal government .

> Blasting will not occur during adverse weather conditions such as high winds unless a loaded charge must be detonated before the end of the day .

> Shots will be designed to minimize ground vibration and air blast .

> Blasting mats of suitable size and material will be employed to dampen noise and contain blasted materials .

Blasting will be in compliance with applicable NYS Codes under the Department of Labor. Prior to the issuance of a building permit, the selected contractor will submit a specific blasting plan to the City Building Department for their review and approval. This will include a pre-blast survey to identify pre-existing conditions at nearby properties, if necessary.

> Controlled blasting, if required, will be performed in a manner that limits the maximum peak particle velocity (PPV) to less than two inches per second (ips) at the Project Units . At this level, the likelihood that adverse impacts will result to nearby structures is very low, and the degree of vibration will decrease as distance from the blast site increases . Depending upon the sensitivity of adjacent properties, more strict vibration criteria may be warranted. In addition, the peak airblast overpressure limit should also be limited to less than 0.014 psi at the nearest adjacent occupied structure .

> Records of all blasts, including seismograph data, will be prepared and maintained by the Applicant and/or blasting expert, and made available to the City upon request .

Significance of Impact

While the Action will facilitate development within the District, the current zoning allows development that may also require blasting to occur. Any potential adverse impacts related to blasting would be indirect and would be addressed at the time of the development review under applicable regulations . Due to these facts, along with the above-recommended mitigation measures and the need to fully comply with regulations at the time of project review, the Action will not result in a significant adverse environmental impact related to blasting .

1.3

Impact on Water Resources

Potential Indirect Adverse Impact : Development within the 100-year floodplain .

According to the published Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for the City of Troy, Rensselaer County, a small section of the District's western area is within the 100-year floodplain . As depicted on Figure 2, the area of the District within the 100-year floodplain contains two existing buildings and a portion of grassed area between Congress and Ferry Streets . The 500-year floodplain occupies additional areas of the western portion of the District.

Floodplain boundaries for the Hudson River were previously determined using detailed hydraulic methods . A summary of the results were published in a Flood Insurance Study (FIS), Community No . 360677, dated 1979 . The FIS indicated that the area of the District in the 100-year floodplain is within what is termed the floodway fringe. The floodway fringe is that portion of the flood plain that could be completely obstructed without increasing the water surface elevation of the 100-year floodplain by more than 1 foot .

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In addition, development is currently allowed within the 100-year flood plain under the existing zoning subject to applicable regulations . The Action would continue to allow development in this area and would not be facilitating a major change in the development patterns within the floodplain .

As depicted on Figure 3 there are no streams or other surface water resources or wetlands subject to NYSDEC jurisdiction within or near the District . A field survey of the site confirmed the absence of water resources and the absence of wetlands under the jurisdiction of the ACOE .

The Hudson River, a Class C water body pursuant to the NYSDEC, is located approximately 1/3 of a mile to the west of the District and separated by a built urban environment, primarily impervious .

While the Action could indirectly result in increased impervious surfaces and potentially increase runoff , no adverse impacts on water resources are expected due to the absence of wetlands, streams or other surface water resources .

The District is not located within a Coastal Area as defined by the NYS Department of State Coastal Zone Management regulations, 19 NYCRR Part 600 . Therefore, the Action or any development project undertaken in accordance with the FBC will not need to be evaluated with respect to potential impacts to

this waterway area and for consistency-with the Inland Water Act.

#### Mitigation

Any future development proposed within the floodplain will need to address potential impacts at the time of the environmental reviews to ensure significant impacts are avoided or mitigated to the maximum extent practicable under the relevant local, state and federal regulations at that period.

While there are no streams or other surface water resources or wetlands subject to NYSDEC or ACOE jurisdiction within or near the District, all future development projects will be required to comply with applicable NYSDEC stormwater regulations for land disturbance over one acre . In addition, all projects proposed under the FBC will also be subject to the city's applicable land use regulations along with SEA R and other applicable local, state and federal regulations, which will address any potential direct impacts , related to runoff, erosion and potential water quality issues .

#### Significance of Impact

Due to the facts presented above, no significant direct adverse impacts to water resources are will occur as a result of the Action and the Action is not expected to result in any indirect significant adverse impacts on water resources .

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#### 1.4

#### Impact on Plants and Animals

#### Potential Indirect Adverse Impact: Temporary Removal of Vegetation and Temporary Loss of Terrestrial Habitat

The Action would facilitate future development that would result in the removal of existing vegetation and the temporary disruption of some terrestrial-species .Vegetation in the District is comprised mainly of small trees, maintained grassy areas, flower plantings along sidewalks and grassed maintenance strips, as well as overgrown vegetation commonly found in urban and suburban areas . Small mammals and bird species commonly found in urban and suburban areas also populate the District .

It can be expected that a majority of the existing vegetation within the District would be removed during future construction and replaced with a built environment along with new trees, lawns, landscaping and other plantings . This loss of vegetation is expected to occur in phases as the District builds out and would only be a temporary loss, as new vegetation would be planted with each development . The resulting conditions are expected to be an improvement over existing vegetation conditions, particularly from an aesthetic perspective .

The displacement of any terrestrial species is also expected to be temporary during construction periods . Habitats for small mammals and bird species similar to what currently exists will be re-established after each construction project.

While these potential indirect impacts associated with the loss of vegetation and habitat is considered minimal, mitigation measures will be required as outlined below under Mitigation .

According to a letter dated June 14, 2009 from NYSDEC Natural Heritage Program, there are no known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the project area involved in the Congress and Ferry Street Reconstruction project NYSDOT FHWA Final Design Report dated July 2008 (referred to as the Final Design Report) . The Project Area involved is bounded by 5th Street to the west, Congress Street to the north, Ferry Street to the south and 116 street to the east . Refer to Appendix A for a copy of the Final Design Report . The NYSDEC Environmental Resource Mapper confirmed that there are no known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the District .

The Design Report also states that the United States Department of the Interior Fish and Wildlife Service (USFWS) was contacted regarding the possible presence of threatened and endangered species and habitat areas . The USFWS indicated that except for the occasional transient individuals, no Federally listed or proposed endangered or threatened species under their jurisdiction are known to exist in the Congress and Ferry Street Reconstruction area.

#### Mitigation

All disturbed areas -will be re-vegetated as appropriate . All cleared areas, which will not be built on, will be re-vegetated and appropriately landscaped . All relevant requirements and conditions associated with the

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review of future development under the City ' s zoning regulations will be adhered and future projects will require compliance with all other local, state and federal requirements including but not limited to SEQ R and compliance with stormwater regulations .

Future projects proposals will need to separately coordinate and confirm with NYSDEC and USFWS that no adverse impacts to any rare or state or federally listed animals or plants, significant natural

communities, or other significant habitats will occur.

#### Significance Of Impacts

Due to the fact the vegetation is expected to be removed in phases with each development, that vegetation will be planted with each new development, which will provide similar habitats for small mammals and birds; that there are no known occurrences of any rare or state or federally listed animals or plants, significant natural communities, or other significant habitats and the fact that the above mitigation measures will need to be complied with and all other local, state and federal regulations will need to be adhered to, any potential indirect impact on plants and animals are not expected to be significant.

#### 1.5

##### Impact on Air

##### Existing Conditions

Refer to Appendix A for a copy of the NYSDOT and FHWA Final Design Report, which provides an overview of the existing air quality for the District and surrounding areas.

#### 1.5.1

##### Air Quality Impacts associated With Construction

##### Potential Indirect Adverse Impact : Temporary air quality impacts during construction

During construction within the District, airborne particulates will increase as construction vehicles in motion raise dust. The increase is expected to be sporadic over several years as the District builds out. The increase is also expected to be short-term in nature and will be most noticeable in the areas immediately adjacent to the construction.

##### Mitigation

The impact should be minimized by the use of dust inhibitors, such as calcium chloride, water and other dust-control provisions. The amount of time that disturbed areas remain exposed should be kept to a minimum as outlined above under Section 1.2.3 — Impact on Plants and Animals. The City of Troy and other involved agencies during the review of future projects may require additional mitigation measures to avoid or reduce air quality impacts associated with construction.

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#### ASSOCIATES Appendix 1 - 9

##### Significance of Impact

Based upon the mitigation proposed above and the need to comply with the City of Troy and other local, state and federal regulations during the development review process, air quality impacts associated with the buildout of the District are not expected to be significant.

#### 1.5.2

##### Air Quality Impacts Associated with Traffic

The Final Design Report analyzed future traffic conditions projected to increase by 1.0% per year. Based upon these projections, the potential for air quality impacts associated with traffic were evaluated. According to the Final Design Report, a detailed microscale air quality analysis was not necessary as part of the road reconstruction project since that project would not directly result in increased traffic volumes, reduce receptor distances or change other existing conditions to such a degree as to jeopardize attainment of the National and New York State ambient air quality standards. It was also determined that a mesoscale analysis would not be required and that the reconstruction project would not result in significant adverse impacts on ambient particulate matter air quality.

While it is anticipated that the Action would result in increased traffic volumes over existing levels and above the projected annual increases (1.0% per year) in the Final Design Report, the Final Design Report should be used as a guide on potential air quality impacts moving forward. All future development projects within the District will need to consider the potential for air quality impacts associated with traffic during the development review phases. In addition, all local, state and federal requirements must be adhered to with respect to air quality.

#### 1.6

##### Impact on Agricultural Land Resources

There are no existing agricultural districts or agricultural operations within the Project Area.

#### 1.7

##### Impact on Critical Environmental Areas

There are no Critical Environmental Areas on or near the Project Area according to the NYSDEC website on Critical Environmental Areas - <http://www.dec.ny.gov/permits/6184.html>.

#### 1.8

##### Impact on Transportation Resources

The current transportation resources in the Project Area were evaluated as part of the proposed reconstruction of Congress Street and Ferry Street project and detailed in the July 2008, Creighton Manning Engineering, LLP (CME) completed a Final Design Report — Refer to Appendix A of this GEIS for a copy. As part of that study, CME needed to measure existing traffic volumes, estimate them for the chosen alternative design, and project those volumes out for ten and twenty years. The proposed

reconstruction is also discussed . in the Master Plan. The Final Design Report evaluated the following intersections:

Congress Street/ 5th Avenue

Congress Street/ 66 Avenue

Congress Street/ 7th Avenue

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- Congress Street/8th Street/Ferry Street

- Ferry Street/5 6 Avenue

Due to the fact that the evaluation of the reconstruction project began before the Master Plan project, the Final Design Report did not take into account the projected build out of the Project Area, Despite this, the Final Design Report does demonstrate that with an increase in traffic volumes of greater than 20%, the above intersections would operate at a level of service (LOS) of C or higher. This provides a significant - bufferto allow for volume increases before- adverse impacts on the intersections may occur , While the Action at full build out will result in an increase in traffic volumes over existing and the possibly the projected volumes analyzed in the Final Design Report, there is not enough information available to determine if there is a potential for adverse impacts on transportation resources .

Future development proposals will need to evaluate the potential impacts on both the intersections with in and outside of the Project Area through a traffic impact studies . The analyses completed and detailed in the Final Design Report will provide a significant foundation upon which to base future studies and should be referred to .

Mitigation

While it is unclear if future development in the Project Area -will result in significant adverse impacts on transportation resources, traffic impact studies will need to be completed as part of the environmental review process for each development proposal to identify potential impacts and consider reasonable alternatives and mitigation measures .

Significance of impact

There is not enough information to make a determination as to whether, or not one or more significant indirect adverse impacts on -transportation resources would result from the implementation of the Proposed Action.

1.9

Impact on Open Space and Recreation

No Adverse Impact of Open Space and Recreational Resources

Currently, the Project Area consists largely of vacant privately owned land, with a combination of mowed grass, young trees and overgrown areas . While there are sidewalks throughout the Project Area, there is no public open space or recreational areas . Therefore, the Action will not result in an adverse impact on open space and recreational resources, Positive impacts are anticipated as discussed below .

Positive Impact of Open Space and Recreational Resources

The proposed Master plan has designed a number of open spaces more appropriate to an urban setting . Primary among these is the new pocket park atop the foundation of "Uncle Sam" Wilson house . This interpretive pocket park promises to be a significant historic . park in the city. In addition, every street will be lined with trees .

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Just as importantly, the project opens new entrances on the downtown side of Prospect Park This permits access to the active and passive amenities in the park, which is currently only accessible through an automobile gate at its extreme eastern end . Now people can walk from downtown directly into the park Also, access and activity on this side of the park enhances opportunities for the Friends of Prospect Park to carry out expressed plans to increase the importance of this largely overgrown northern area .

Based upon the above information, the Action will have a positive indirect impact on open space and recreational resources .

Mitigation

No mitigation is proposed, as the Action is not expected to result in adverse impacts on open space and recreational resources .

Significance of impact

The Action is not expected to result in any adverse impacts on open space and recreational resources .

1 .10

Impact on Community Services

The potential municipal and school fiscal impacts associated with the build out of the Project Area were evaluated and the results are documented in the Fiscal Impact Analysis City of Troy Corridor Study dated

December 17, 2008. Refer to Appendix 3 of the Master Plan for a copy of the full fiscal impact analysis. The Study evaluated six alternative buildout scenarios for the Project Area as outlined below in Table 1 — Development Scenarios.

#### Potential Positive Indirect Fiscal Impacts for the City of Troy and Host School Districts

For each development scheme, the analysis evaluated municipal costs, conceptual level development cost estimates, estimated real property taxes, municipal revenues associated with the scenarios, net fiscal impact for the city; estimated host school district costs and revenues including property tax and overall net fiscal impact on the school district.

The analysis indicates that at full build out of the District under any of the evaluated development schemes would result in positive fiscal impacts for both the City of Troy and for the Troy and Lansingburgh Central School Districts.

#### Mitigation

No mitigation is proposed, as the Action is projected to result in positive fiscal impacts for both the City of Troy and for the Troy and Lansingburgh Central School Districts.

#### Significance of impact

The Action is not projected to result in any adverse fiscal impacts on the City of Troy and for the Troy and Lansingburgh Central School Districts.

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Table 1— Development Scenarios

Table 1— Development Scenarios

Scenario	Residential Units	Commercial	Retail	Hotel	Total Workers
Scenario A	400	200,000	90,000	65,000	1,048
Scenario B	330	300,000	60,000	65,000	1,373
Scenario C	320	325,000	70,000	65,000	1,498
Scenario D	400	200,000	90,000	65,000	1,037

No development - 2 .13 - 0 -  
1 . For hotel, 60% of floor area dedicated to guestrooms ;

2 . 1 guestroom = 250 SF ; 1 room = 1 .5 guests ; 1 staff/10 guests

3 . Theater Workers for 6-screen cinema \*

Ticket Counter:

1

er:

1

Ticket

2 Collector:

Snack Counter : 3

Cleaning : 3

j

Projector: 2

i

#### Potential for Indirect Impacts on the Ability to Provide Community Services

While the Action is not projected to result in adverse fiscal impacts, the build out of the Project Area will increase the need to provide sufficient community services, including but not limited to EMS, police and fire protection services over the current need for the area. Under the most aggressive build out scheme, the District could support a population of approximately 852 persons and approximately 1,037 employees. This increase in residents and workers in the area will increase demand for necessary services. At this

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point, there is not enough information to conclude that the Action may result in an adverse impact on the ability to provide services. Indeed, it is likely that the increased demand for community services will be offset by the overall fiscal benefit of redeveloping the corridor.

#### Mitigation

There is not enough information to determine if adverse impacts are anticipated on the ability to provide community services, such as demands on ambulance, police, fire protection and other essential services as the Project Area builds out.

#### Significance of Impacts

Due to the fact that there is not enough information to determine if adverse impacts on the ability to provide community services may result, a determination on significance cannot be made at this time.

1.11

#### Impact on Aesthetic Resources

While significant adverse aesthetic impacts are not anticipated to result from the build out of the Project Area under the proposed Master Plan, all future development proposals within the Project Area will need to be evaluated to ensure any potential impacts on aesthetic resources are avoided or mitigated to the maximum extent practicable in accordance with the SEQRA and the NYSDEC Program Policy on Assessing and Mitigating Visual Impacts (DEP-00-2), the Visual Policy.

Under the Visual Policy, an aesthetic impact occurs when there is a detrimental effect on the perceived beauty of a place or structure, specifically an inventoried aesthetic resource of local, state or federal significance (e.g., a property on or eligible for inclusion in the National or State Register of Historic Places, State and local parks. Refer to the Visual Policy for a complete list). The Visual Policy goes on to state that mere visibility, even startling visibility of a project proposal, should not be a threshold for decision-making. Instead a project, by virtue of its visibility, must clearly interfere with or reduce the public's enjoyment and/or appreciation of the appearance of an inventoried resource (e.g., cooling tower plume blocks a view from a State Park overlook).

The Project Area itself is a large vacant lot. As such it is already incongruous with the surrounding densely built environment. The Action will facilitate redevelopment that is more aesthetically complimentary to the existing urban fabric of Troy.

The Project Area is immediately adjacent to Prospect Park, a city-owned park and an area that would be considered an aesthetic resource of local significance under the Visual Policy. While the proposed zoning regulations permit buildings up to 95 feet in this area adjacent to the Park where the current maximum building height is 35 feet, there are no hiking trails or scenic vista points in the park that would be obstructed by new buildings. This will need to be confirmed for each future project proposal during the environmental review phases. Also, any future improvements to Prospect Park including but not limited to new trail and scenic view points should be considered in light of the development recommended under the Master Plan and enabled under the proposed zoning amendments.

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The Action would actually indirectly increase access to the Park and by facilitating the redevelopment of the Project Area and increasing the resident and workforce population in the area, use of the Park is expected to increase.

Currently, there are no other parks within or near the Project Area that would be adversely impacted by future development under the Master Plan. This will need to be confirmed for each future project proposal during the environmental review phases .

All future buildings adjacent to Prospect Park will not exceed the elevation of the Park . The Park will continue to serve as a scenic backdrop for the Project Area when viewed from northern locations .

There are numerous locations in the City of Troy that are listed on the State and National Registers including the Central Troy Historic District, the Grand Street Historic District, the Second Street Historic District, the Washington Park Historic District, the River Street Historic District, the Old Troy Hospital, the Troy Public Library, the Ilium Building, the Kate Mullany House, the Troy Savings Bank, and the W & T L.E . Gurley Building . While future development in the Project Area is not expected to result in significant adverse aesthetic impacts on these designated historic resources .

1.12

Impact on Historic and Archeological Resources

Potential indirect impact on historical and archeological resources

The Action -will facilitate the construction of buildings, roads, sidewalks, parks and other elements of the built environment. Such construction has the potential to impact any existing historic structures or archeological resources on the site. Given investigations that have taken place on the site, the conclusions under **Section 1.9 Impact on Aesthetic Resources** above and the proposed mitigation for archeological and historical interpretation as discussed in the Master Plan, significant adverse impacts upon historical and archeological resources are not anticipated .

Historical and archeological resources are important because they provide a link to our history and, in an urban environment, offer a foundation for a redevelopment design that makes communities more vibrant , valuable and economically sustainable .

Resources

There are no historical structures on the site . Aside from an abandoned car wash building, there are no above ground structures in the Project Area .

Four different archeological studies examined various portions of the site. The complete studies can be found in GEIS Appendix B with summaries and relevant results described below

*Harigen Archeological Associates, Inc. (1989). Report for Archeological Potential SE OR Part 1A, Sumer ShopN Save, Hannagord Bros.*

This study examined the 9.35 acres on the southern side of the current project site in anticipation of the construction of a supermarket . Historic maps and photos show that the project site was well developed in the 1800s . "In 1840, the residents of Upper Ferry Street included three laborers, 14 craftsmen and three

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merchants, including Samuel "Uncle Sam" Wilson at 144 Ferry Street . " That foundation warranted further investigation .

*Har/gen Archeological Associates, Inc. (October 1989). "Chicle Sam" IP7lson House, Phase II archeological investigation .*

This study specifically examined the foundation of the Uncle Sam House at 144 Ferry Street . The foundation of Samuel Wilson 's house occupies a small portion of the 9.35-acre site . On this parcel, significant portions of the Wilson House exist including the footprint of the building, its brick paving, the privy and the cistern . All of these features were sample archeologically and show to preserve intact 19th century remains . The Wilson household is representative of a 19th century working class urban household. As an individual, Sam Wilson is important in the history of Troy and the United States as the source of the Uncle Sam Symbol. The report goes on to recommend the site be designated as a park and marked with interpretive signs .

*Landmark Archeology, Inc. (November 2006) . Phase IAArcheological Study, Congress and Ferry Streets .*

This study considered the approximately 14 acres of the project site . It found, via examination of historical maps, many structures had existed along both the current and abandoned streets within the project area . It recommended a Phase II investigation as a further step as well as the avoidance and preservation of the Uncle Sam House site .

*Hartsell Archeological Associates, (April 2008). Phase 1B Addendum Archeological Field Reconnaissance, Congress and Ferry Street Reconstruction .*

The results of this study are based upon four trenches dug on the location of land acquired to realign the roads on the north side of Ferry Street just west of where Ferry and Congress come together . The study found extensive disturbance in the project area from previous demolition episodes . This massive demolition operation razing dozens of dwellings required the use of heavy equipment such as bulldozers to level foundations and other structural features in the 1983 realignment areas . The research found two historic archeological sites, but recommended- that no further archeological investigation is recommended in this study area for the Congress and Ferry Street reconstruction project .

Mitigation

The significant archeological asset noted by these studies was the foundation of the Samuel "Uncle Sam" Wilson House. Two of the studies recommended that the area be preserved. The Master Plan recognizes the significance of the site and sets the foundation aside as a public park interpreting the industrial history of Troy. It also could serve as a new entrance to Prospect Park—one closest to the city.

#### Significance of impact

Given the mitigation above, no significant adverse impacts resulting from the Action are anticipated.

1.13

#### Impact on Public Health

##### Potential Indirect Positive Impact on Public Health

The Action will result in a more pedestrian friendly and oriented district, with less of an emphasis on automobiles. The mixed-use, high-density compact nature of recommended development patterns will encourage more pedestrian traffic within the Project Area and with surrounding locations such as

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Rensselaer Polytechnic Institute, The Sage Colleges, the waterfront and the Central Business District. The Action is expected to result in the pedestrian traffic between the Project Area and Prospect Park through the creation of three pedestrian access points—with the park. Together, these pedestrian enhancements and opportunities could serve to improve public health.

#### Mitigation

No mitigation is proposed.

#### Significance of Impacts

The Action is expected to result in indirect positive impacts on public health and no indirect adverse impacts are anticipated.

1.14

#### Alternatives

There are two feasible alternatives to consider: (1) The adoption of the Master Plan and the proposed zoning amendments; (2) Not to adopt the Master Plan and proposed zoning amendments—the no action alternative.

##### Alternative 1—Adoption of the Master Plan and the proposed zoning amendments

The adoption of the Master Plan and proposed zoning amendments would reweave the underutilized Project Area into Troy's existing urban fabric—the ultimate goal of the Master Plan. The Action would also provide mechanisms and controls to allow for a more appropriate build out of the area, increases in pedestrian connectivity and an overall improvement in the efficiency of land use in this part of the city. In addition, the Action is expected to result in positive fiscal impacts for the City and host school districts and increased investment in the Project Area. Therefore, this action is considered the Preferred Action.

##### Alternative 2—Not to adopt the Master Plan or proposed zoning amendments—No Action Alternative.

The no action alternative would not further the City's goal of reweaving the Project Area into Troy's existing urban fabric, the Project Area may not build out at the high-density urban development patterns consistent with the urban density found in the adjacent Central Business District and surrounding areas, will not likely improve the economy or vibrancy of the area and the City of Troy as a whole, and will not result in the same fiscal benefits. The preferred action provides a direction that would allow the city to grow, while still protecting and enhancing community character. The absence of a plan and implementing regulations will place the city in a position of reacting to development instead of being proactive in its efforts. Therefore, the no action alternative is not recommended.

1.15

#### Impact on Growth and Character of Community or Neighborhood

The impact on community character will be positive. The City of Troy has been experiencing a rebirth of residential and commercial growth. Long time residents and new residents are drawn to the city because of its high quality of life, convenient services and walkable urban form. The intent of the master plan and zoning amendments is to facilitate appropriate urban development patterns for this section of the city where the current zoning allows suburban style development, incompatible with surrounding forms. The Action will also facilitate high density mixed use development with a focus on pedestrian amenities and

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connections within and between the Project Area and surrounding districts. The Action is expected to result in new investment and positive economic benefits for the Project Area and the City of Troy.

1.16

#### Effects on the Use and Conservation of Energy Resources

The Action is not expected to have a significant adverse impact on energy. While additional commercial and residential development may increase energy usage, the build out of the Project Area under the

proposed high density and pedestrian oriented patterns will serve to minimize overall energy usage . The focus on enhancing the pedestrian environment, encouraging bicycling and the development of three new pedestrian access points into Prospect Park supports alternative modes of transportation, which reduce s the reliance on automobiles . Compared to the current zoning allowances, which indirectly promote s reliance on automobiles, the Action may actually result in a positive impact on energy .

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**RES. #11**

**Resolution in Support of a thorough and independent review of the Troy Proctor's Inc. restoration and business plan**

WHEREAS, the City of Troy has been awarded a \$4,000,000 grant from the Empire State Development Corporation for the redevelopment of the former Proctor's Theater; and

WHEREAS, the current redevelopment proposal calls for the demolition of the auditorium space in the theater for the construction of a new office building; and

WHEREAS, the proposal for this project states that the restoration or adaptive reuse of the theater would be cost prohibitive and that a restored theater would not be economically viable; and

WHEREAS, in May of this year, Troy Proctor's Inc., a group, of Troy citizens, delivered to the New York State Office of Parks, Recreation and Historic Preservation, and subsequently the Troy City Council, a counter proposal for the restoration and management of Proctor's Theater; and

WHEREAS, the Troy Proctor's Inc. proposal estimates the cost for restoration of the theater to be \$15,000,000, a number significantly lower than has been previously projected; and

WHEREAS, due to the historic significance of this Troy landmark and the wide discrepancy between the estimated costs of the two current proposals we believe that a more thorough analysis of the projected restoration costs and future operating costs and revenues is necessary.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council supports an independent **and thorough** review of construction costs for the restoration of Proctor's Theater and a feasibility study of the Troy Proctor's Inc. business plan for future operation.

**Resolution ADOPTED as AMENDED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**  
**Sent to the Mayor 11/6/09**  
**Received from the Mayor 11-18-09**  
**City Clerk \_\_\_\_\_**

**Executive Action**  
**Approved X Date 11-18-09\_\_\_\_\_**  
**Veto    Not Endorsed \_\_\_\_\_**  
**Mayor \_\_\_\_\_**

**RES. # 12**

**RESOLUTION SUPPORTING THE TROY FOOD COOPERATIVE APPLICATION FOR  
STIMULUS FUNDS**

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**WHEREAS,** The Troy Community Food Cooperative has received a groundswell of community support with over 600 residents already involved in getting the project underway; and'

**WHEREAS,** Involved members have led an ambitious fundraising effort and have succeeded in bringing in just under \$2 million to date, primarily in the form of loans; and

**WHEREAS,** The food cooperative has applied for stimulus funds to fill a funding gap and enable the project to move into the construction phase so that the Troy Food Cooperative can open its doors for business; and

**WHEREAS,** The cooperative is located in a building in the heart of Troy's downtown that once housed a full service food store. The building is being rehabbed and once open, the market will provide a much needed service to downtown residents who currently have to travel a considerable distance to buy groceries; and'

**WHEREAS,** The cooperative market, which will provide locally grown, organic and conventional foods, is in walking distance of public housing and is in close proximity to public transportation; and

**WHEREAS,** In addition to providing an essential service to residents, the cooperative market will provide numerous employment opportunities during the construction phase and will create 22 new jobs upon opening its doors; and

**WHEREAS,** The City of Troy has already shown it's commitment to this project by facilitating \$50,000 in grant funding, \$20,000 in New York Main Street Grant funds and \$30,000 from our Economic Development Assistance Program, now therefore, be it

**RESOLVED,** That this Legislative Body does hereby call upon the New York State Economic Recovery and Reinvestment Cabinet to support the Troy Food Cooperative's application for economic stimulus funding; and, be it, further

**RESOLVED,** That a certified copy of this resolution be delivered to Timothy J. Gilchrist, Senior Advisor to the Governor for Infrastructure and Transportation.

**Resolution ADOPTED by the following vote:**

**AYES: 9**

**NOES: 0**

**ABSTAIN:**

**Troy City Clerk**

**Sent to the Mayor 11/6/09**

**Received from the Mayor 11-18-09**

**City Clerk \_\_\_\_\_**

**Executive Action**

**Approved X Date 11-18-09**

**Veto    Not Endorsed**

**Mayor \_\_\_\_\_**

**Meeting Adjourned 8:50 p.m.**