

**Minutes of the
REGULAR MEETING
CITY COUNCIL
December 3, 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: 7:00 p.m.

LOCAL LAW #4

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

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 ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN: 0

Troy City Clerk

Sent to the Mayor 12-4-09

Received from the Mayor 12-09-09

City Clerk _____

Executive Action

Approved X Date 12-09-09

Veto Not Endorsed

Mayor _____

**Department of Planning and
Community Development
Proposed Amendments to Chapter 285 of
the City Code of Ordinances**

Revised 9/ 4/09

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§ 285-12 . Definitions of terms .

A. All words used in the present tense include the future tense ; all words in the singular number include the plural number and vice versa; where the words "lot," "plot ." : "parcel," "tract of land," and "premises" are used, the use of one shall include the others ; the word "premises" shall include land and buildings thereon ; the word "building" shall include "structure" and vice versa ; "occupied or used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied or used, " unless the natural construction of the wording indicates otherwise . The word "shall" is mandatory and not directory . The word "City " means the City of Troy and includes the context of the geographic area ; the term "City Council" means the City Council of the City; the term "City Clerk" means the City Clerk of the City ; the term "Director" means the Director of Code Enforcement of said City or his/her designated agent ; the term "Board of Appeals " means the Zoning Board of Appeals of the City ; the term "Planning Commission" means the City Planning Commission of the said City; the term "Comprehensive Plan" means the Plan which may be adopted pursuant to Article 12-a of the General Municipal Law and further described in Article I of this chapter .

B. For the purposes of this chapter, certain words and terms used herein are hereby defined as follows :

ACCESSORY USE -- A use incidental to the principal use of a building or lot . In buildings restricted to residential use, the office of a professional, customary family occupations or workshops not conducted for compensation shall be deemed accessory uses .deemed accessory uses to buildings restricted to residential use .

ACCESSORY STRUCTURE OR BUILDING –A structure or building that is used incidentally to the principal use of a building or lot. Swimming pools, garages, carports, tool sheds, carriage houses, and pool houses are deemed accessory structures or buildings restricted to residential use public purposes (c .g . public open space, parks and roads) .

ANTENNA:See Satellite Dish

ARENA: See Stadium

AUTOMOTIVE WASH :An area of land and/or a building with machine- or hand-operated facilities used principally for the cleaning , washing, polishing, or waxing of motor vehicles . Also : CARWASH.

BEDROOM –See Sleeping Unit

BODYART: Art that is made on, with, or consisting of, the human

body. The most common form of body art are tattoos and body piercings .

BODY PIERCING :A piercing or puncture made in the body by a needle, where jewelry is inserted .

COLLEGE :An educational institution authorized by New York State to award baccalaureate or higher degrees .

COMMUNITY CENTER:A not-for-profit or publicly owned facility providing community facilities such as recreational programs and meeting rooms that are open to the public and designed to accommodate and serve significant segments of the community .

COMMUNITY RESIDENTIAL FACILITY — A structure or structures defined by Article 7 of Title '1, Sec . /163, of the New York State Social Services Law or as defined in Sec. /11 .31 of the New York State Mental Hygiene Law

COMMUNITY RESIDENTIAL FACILITY:As defined in 5463 of the New York State Social Services Law, it is a facility operated or subject to licensure by the state which provides a supervised residence for emotionally, physically, or socially disabled persons or for persons in need of supervision or juvenile delinquents . This term includes, but is not limited to, agency operated boarding homes , group homes or private proprietary homes for adults operated or licensed by the Department of Social Services, group homes

5 operated by, contracted for or licensed by the Division for Youth and half-way houses operated or licensed by the Division of Substance Abuse Services . The term does not include community residential facilities for the disabled as defined in ,541 .34 of the New York State Mental Hygiene Law .

CONGREGATE LIVING FACILITIES :Apartments, dwelling units, and dwellings with communal dining or bathing facilities and/or services, such as housekeeping, organized social and recreational activities, transportation services, and other support services appropriate for the residents .

DRIVE-THROUGH FACILITY:Any portion of a building or structure from which business is transacted, or is capable of being transacted , directly with customers located in a motor vehicle during such business transactions . A drive-through facility is considered an accessory use. An automobile service station is not considered a drive-through facility for purposes of this Ordinance .

FINANCIAL INSTITUTIONS :A building or structure utilized for the direct transactional services to the public, including the maintenance of checking and savings accounts, certificates of deposits, etc ., and the providing of related incidental financial services associated with a bank.

HOME BUSINESS : See HOME OCCUPATION**HOME OCCUPATION** :An occupation or profession which :

(3) Is clearly incidental and secondary to the residential use of the dwelling and the single

(a) No employees outside of the family may be used ;

(b) The home occupation sign requirements are met ;

(c) No offensive odors, vibrations, smoke, dust, noise or glare shall be

-produced; and

(5) A home occupation shall not include, among others, the following .

(c) Restaurants .

HOME OCCUPATION :An occupation, profession, or activity carried out for gain that is clearly a customary, incidental, and secondary use

of a residential dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood .

Also HOME BUSINESS

HOTEL or MOTEL : A building or group of buildings, detached or connected, consisting of at least six rooms used primarily for the provision of sleeping accommodations for the transient public and which may provide additional services such as restaurants, meeting rooms, and recreational facilities .**INN** : A building containing a single dwelling unit in which more than four sleeping rooms are provided by the owner/occupant for compensation, for the accommodation of transient guests, with or without meals .**LIGHT INDUSTRIAL** :A use engaged in the basic processing and manufacture predominantly from previously prepared materials, of finished products or parts, including processing, fabrication , assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing .**NEIGHBORHOOD COMMERCIAL**:A limited retail or service business operating solely on the ground floor of a principal building with a footprint of no more than 2,500 square feet that provides goods and services to adjacent residential neighbors . Neighborhood retail

establishments shall include, but not be limited to grocery stores, personal care services, laundromats, florists, pharmacies, bakeries , and other establishments serving the surrounding neighborhood .

NIGHTCLUB:An establishment primarily engaged in the sale and service of alcoholic and non-alcoholic beverages for on-premise

consumption and the providing of musical entertainment, singing , dancing or other forms of amusement and entertainment, with the sale or service of food being incidental and accessory thereto . Such establishment may also have one or more of the following characteristics : age restrictions, cover charges, charges for admission, disc jockeys, jukeboxes, amplified sound systems, live entertainment and the like ; the hours of operation extended beyond the normal dinner hours . The term "nightclub" includes the term "cabaret" and "disco" . A cabaret, disco or nightclub shall not include a restaurant as defined herein or any form of bar or tavern or adult use .

PARKING STRUCTURE:A Structure of building used to park cars . Includes parking garages, parking decks, and underground parking .

PERMITTED USE:Any use which conforms to the requirements of the zone in which it is located .

PERSONAL CARE SERVICES:Establishments primarily engaged in providing services involving the care of a person such as beauty shops, barbershops, nail salons, shoe repair, other salons, and tanning.

RECYCLING CENTER:A lot or parcel of land, with or without buildings, upon which used returnable and/or refundable beverage containers not limited to solely bottles and may include cans and other materials, are separated, sorted, stored and/or processed for shipment for eventual reuse in new products .

RESEARCH AND DEVELOPMENT FACILITIES :A building or portion of a building in which are located facilities for scientific research, investigation, testing, or experimentation, but not facilities for manufacturing or sales of products .

RESTAURANT, FULL SERVICE:Any building, room, space or portion thereof where food is sold for consumption on the premises , customers are provided an individual menu, a restaurant employee serves the customers at the same table or counter where the items are consumed . A full service restaurant may provide "accessory" delivery service, take out service (except drive-through facilities unless otherwise permitted as an accessory use) and related retail sales items .

to

RESTAURANT, TAKE OUT:Any building, room, space or portion thereof where food or beverage is sold for consumption on-site or offpremises within a short period of time, orders are made at either a walk-up window or counter, payment is made prior to consumption , and packaging of food is done in disposable containers, or is not a "full service restaurant." A take out restaurant may provide "accessory" delivery service, and related retail sales items (except

drive-through facilities unless otherwise permitted as an accessory use) .

RETAIL : Establishments engaged in selling goods, services or merchandise to the general public for personal and household consumption and rendering services incidental to the sale of such goods .

ROOMING HOUSE :

same household, who are lodged with or without meals and in a dwelling unit where

group sleeping accommodations are provided in one room or a series of closely associated rooms under joint occupancy and single management in which there are provided common facilities for eating and living and in which there are provided such services as are incidental to its use as a residence .

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SATELLITE DISH:A structure or device utilized for the receiving and/or transmitting of radio signals, not enclosed within a building or structure, and any form of satellite receiving dishes . It shall specifically exclude customary VHF and UHF TV antennae and TV/Radio transmission towers licensed for public broadcast by the FCC .

SHOPPING CENTER:A group of 4 or more retail establishments sharing a common site and having either common walls or a common roof structure .

SLEEPING UNIT -A room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both . The room or space must be a minimum 70 square feet for single occupancy and 120 square feet for double occupancy.

STRUCTURE :Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground .

STUDIO:-A separate structure accessory to a residence containing facilities for light and heat but no kitchen facilities, to be used for purposes accessory to the main residential use ;

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TATTOO :A permanent marking made by inserting ink into the layers of the skin to change the pigment for decorative or other purposes .

TATTOO PARLOR OR STUDIO :An established place of business for creating tattoos and piercings .

TAVERN :An establishment used primarily for the serving of alcoholic beverages, including liquor, beer and/or wine, by the drink to the general public and where food or packaged liquors may be served or sold only as accessory to the primary use .

.drink as its predominant use .

WAREHOUSING: The storage and distribution of manufacture d products, supplies, and equipment, but excluding bulk storage of materials that are inflammable or explosive or that create hazardou s or commonly recognized offensive conditions .

1 3

III . Sec. 285-25 Powers and duties.

A. Site plan review. No work permit may be issued by the Director of Code Enforcement for the following uses or developments until a site plan has been approved by the Planning Commission . The Planning Commission's authority is limited to site design review for the purpose of Sec . 285-22 .

(1)All uses and structures except :

(a) Existing & Individual single-family residential structures , including two-family residential structures, and customar y accessory structures therefore, excluding satellite dishes, etc., unless otherwise required by subsequent sections of thi s Chapter .

(b)Accessory structures, other than those noted in the preceding , that do not exceed 100 square feet in area and 10 feet i n height ;

(c) Changes of use to a permitted use within the Central Business

me ea ** e _ e

(d)Reoccupancy of an allowed use that has been vacant for less than five years .

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B. Other. The Planning Commission shall exercise all authorit y granted by Chapter 71, Planning Commission, and by stat e enabling statute, and shall include, but shall not be limited to , subdivision review, street closing and preparation of th e Comprehensive Plan, or amendment thereto, an d recommendation of such proposed Plan or amendment to th e legislative body of the City for adoption . EN(7)

C. Referrals . Prior to final action, the Planning Commission shal l refer the site plan, where applicable to the county planning board , in accordance with sections 239-l, 239-m, and 239-n, of the General Municipal Law .

D. A site plan must be approved by the Planning Board whe n sleeping units are created or added to a community residentia l facility, rooming house, or a congregate living facility .

1 5

§ 285-45 Table of Fees

Request Current Fee Proposed Fe e

Area variance, minor \$25 \$50

Area variance, major \$58 Residential \$7 5

Commercial \$100

Use variance \$489 Residential \$10 0

Commercial \$ 150
 Special use permit \$58 Residential \$10 0
 Commercial \$15 0
 Temporary use permit \$50 \$50
 Rezoning request **\$350** Residential \$35 0
 Commercial \$50 0
 Site plan review (based on value of project) :
 Up to \$10,000 \$59-\$100
 \$10,001 to \$100,000 \$200
 \$100,001 to \$500,000 \$400
 \$500,001 and above \$500
 Subdivision review (based on number of lots) :
 Minor (under 10 lots) \$200 \$300
 Major (over 10 lots) \$500-\$50 0
 Historic Review
 Board Review
 \$25
 \$1 5
 Certificate of Appropriateness (minor repair and maintenance)
 Business Permit \$25

IV. § 285-51 Application of regulations.

Except as hereinafter provided :

- A.
No building or land shall hereafter be used or occupied and no building or part thereof shall be erected, moved or altered unless in conformity with the regulations herein specified for the district in which it is located .
- B.
No building shall hereafter be erected or altered to exceed the height, to accommodate or house a greater number of families, to occupancy of a greater percentage of lot area, or to have narrower or smaller rear yards, front yards, side yards, inner or outer courts than is specified herein for the district in which such building is located .
- C.
No part of a yard or other open space about any building, required for the purpose of complying with the provisions of this chapter, shall be included as part of a yard or other open space similarly required for another building .
- D .
No lot, yard, setback, parking area or other space shall be so reduced in area, dimension or capacity as to make said area, dimension or capacity less than the minimum required under this chapter . If already less than the minimum required under this chapter, said area, dimension or capacity shall not be further reduced, and any new construction shall meet the minimum requirements of this chapter .
- E.
Area requirements such as setbacks, lot coverage, building height, lot area, and lot width shall be applied to new construction only . Existing structures with or without a change of use do not have to meet area requirements of the zone district . New construction shall mean to include increasing the number of dwelling units in any existing building .
- F.No dwelling residences or dwelling units occupied as a community residential facility or congregate living facility shall exceed the ratio of 100 square feet of total sleeping unit area per 500 square feet of total floor area.
- G. The Director of Code Enforcement may not alter, waive or interpret any specific uses or requirements of §285-52 through §285-67 unless as provided in §285-16D,E and F.

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v. §285-53 R-2 Two Family Residential .

Philosophy. This District is designed to maintain the integrity of existing traditional two-family unit residential neighborhoods and to encourage the construction of duplex units either as infill housing or on a larger scale at a low-to-medium density .

All uses allowed in an R-1 Zone .

Two-family residence .

i

Community garden .

1

Community Residential Facility

Congregate Living Facility

L6i

Rooming House

C .

Special permit uses :

Uses requiring a special permit in R-1 Zones .

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§ 285-91 Schedule of Required Off-Street Parking .

[Amended 10-4-1990]

The Schedule of Off-Street Parking shall be as follows :

Land Use

Required Parking Spaces

(Where the number of spaces is determined by square footage, said number shall not be pro rated)

Assembly, packaging, storage or distribution facility

1 .25 per employee

Auto body shop 1 per 500 sq . ft . lot area

Auto sales, rental, service or gasolinefilling station

5 per service bay (minimum of 5)

Banquet facility 1 per 2 seats

Bed-and-breakfast 1 per bed

Boardinghouse 1 per 2 beds

Branch bank 1 per 150 sq . ft . floor area

Broadcasting facility 1 .25 per employee

Bulk fuel storage 1 .25 per employee

Car wash 1 per employee

Child-care facility 1 per 3 children

Church 1 per 3 seats

College or university 0.5 per full-time equivalent

students in addition to fraternity

and sorority requirements

Commercial or academic R&D facility 1 .25 per employee

Community commercial retail business 1 .25 per 300 sq . ft . floor area

Community garden

Community Residential Facility

None required

1 .25 per 500 square feet of total

floor area

Congregate living facility 1 .25 per 500 square feet of total

1 9

floor area 4

s.

Construction industry facility 1 per employee

Department store/catalog sales 1 .50 per 300 sq . ft . floor area

Elementary and secondary school

(nonpublic)

1 .25 per 4 children

Factory outlet 1 .25 per 300 sq . ft . floor area

Financial institution 1 .25 per employee

Fraternity/sorority 1 .5 per 2 beds

Funeral parlor 10 per viewing room

General merchandise store 1 .5 per 300 sq . ft . floor area

Grocery store, pharmacy, bakery 1 .25 per 300 sq . ft . floor area

Health-related facility (nonintensive) 5 per professional plus 1 per employee
 Health-related facility (intensive) 1 .5 per bed or 2 per treatment or diagnostic station, whichever is greater
 Hotel, motel 1 per sleeping room
 Industry (light manufacturing and assembly/public utility) 1 .25 per employee
 Industry (heavy manufacturing and assembly) 1 per employee
 Library and not-for-profit cultural facility 1 per 100 sq. ft. floor area
 Manufacturing, service and repair of microelectronics, electronic instruments, precision tools and instruments, business equipment, and business machines 1 .25 spaces per employee busiest shift required for parking
 Membership club 1 .25 per 300 sq. ft. floor area
 Mixed use Total of individual uses
 Neighborhood commercial outlet 1 per 200 sq. ft. floor area
 Offices, general 3 per 1000 sq. ft. floor area
 Offices, professional 5 per professional plus 1 per 20 employee
 Print and publishing establishment 1 .25 per employee
 Recreation facility (commercial/indoor, theater) 1 per 3 seats
 Recreation facility (planned development) 1 per 1100 sq. ft. floor area
 Repair, storage and sales of heavy equipment, automobiles, building materials 1 per 150 sq. ft. floor area
 Restaurant
 Rooming House 1 per 2 seats plus 5 per takeout window
 1 .25 per 500 square feet of total floor area
 Studio and film processing lab 1 per 300 sq. ft. floor area
 Tavern (grill, bar, pub) 1 .25 spaces per 2 seats (stools)
 Transportation terminal and taxi stand As per Planning Board
 Unrelated persons not constituting a family, per dwelling unit, in addition to Zone requirements 1 .25 for each above 2
 Vocational and trade school 1 per 2 students
 Warehouse (See Assembly, packaging, storage or distribution, above.)
 Wholesale sales 1 per 3,000 sq. ft. floor area
 2 1

LOCAL LAW NO. 5 (INTRO #5 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 is amended, to provide and read as follows with new matter underlined.

SEE PAGE "1" AND AMENDED ZONING MAP

Local Law ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u> X </u> Date <u>12-09-09</u>
Received from the Mayor <u>12-09-09</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk <u> </u>	Mayor <u> </u>

§ 285-49 Zoning Map

A. The locations and boundaries of the zoning districts hereby established are shown on a map entitled "Zoning Map of the City of Troy, New York, Dated the 7th Day of October, 1988" as amended effective

. This zoning map and all notations, references, and other information shown thereon accompanies this chapter as Appendix D **Editor's Note: On file in the City Clerk's office.** .

B. The City Council shall cause to be delineated on the Zoning Map by the Department of Planning and Community Development all amendments to the district boundaries which are authorized by ordinance, immediately upon the effective date of such ordinance. The title and date of the ordinance are to be stated in the ordinance.

ORD. #1

**ORDINANCE AUTHORIZING THE RECONVEYANCE OF REAL
PROPERTY TAKEN BY THE CITY OF TROY THROUGH
THE IN-REM FORECLOSURE PROCESS**

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

Section 1. The City of Troy, through the In-Rem Foreclosure process, by Court Order and Treasurer's Deed, took legal title to real property located at 626 Second Avenue (S/B/L: #80.33-8-1).

Section 2. Pursuant to City Code Section 83-5, "Reconveyance of Foreclosure Property", former owner, Charlie's Food Co. Inc., tendered application for reconveyance and a copy of his application is attached hereto and made a part hereof.

Section 3. Pursuant to City Code Section 83-5(A), the City Council, in its discretion, may convey all of the property, right, title and interest of the City in any property hereinafter acquired by the City by virtue of any In-Rem Foreclosure action, to any person...which...had been vested with title thereto. .

Section 4. The City Council of the City of Troy hereby authorizes the reconveyance of the above defined real property, by Quit Claim Deed, to former owner, Charlies Food Co. Inc. as soon as practicable.

Section 5. This act will take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u> X </u> Date <u>12-09-09</u>
Received from the Mayor <u>12-09-09</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk _____	Mayor _____

From: Mary.Hagy
Sent: Thursday, October 22, 2009 1:11 PM
To: Vickie.Rosen
Cc: Charlie.Sarris; Tina.Dimitriadis
Subject: App.doc
Here is the completed Recon. Appl. for Charlie's Food, please let me know when you hear back from Charlie about the fees in question.
Thanks! Mary

AU#0095

Applicant's Name: Charlie's Food Co. Inc.

(This is the name which will be on the Deed from the City of Troy if your reconveyance is finalized)

Mailing Address:
626 Second Avenue Troy, New York 12182

Ward/Plate Number: 1705870 Tax Map Number: 80.33-8-1

Property Address
788 Fifth Avenue Troy, New York 12182

Status of Applicant to Owner who was foreclosed on:

Lienor, (If lienor, type of lien): _____

Within one (1) month after the beginning of the application period, the applicant shall submit a duly written certificate or certified search of the County Clerk or Clerk of any Surrogate's or other Court of Record, or by the duly written certificate, certified search of title report of any title insurance, abstract or searching company or attorney attesting that the applicant for such conveyance was on the date of the filing of the list (10/13/09) of delinquent taxes such owner, lienor or encumbrancer of record and listing any liens or encumbrances of record as of that date. In the event that the estate, lien or interest of the applicant shall have been derived by reason of the death of the owner, lienor or encumbrancer of record of or against such lands, real estate and real property on the date of the filing of the list of delinquent taxes, and such derived estate, lien or interest of the applicant shall not appear of record, proof of such facts as shall be sufficient to attest to the derivation of such estate, lien or interest shall be made by affidavit of the applicant or other persons having information with relation thereto.

I, _____, hereby state that I am the former owner (lienor) of _____ and that I have not accepted or agreed to accept any consideration or other assistance for making this application in return for a promise or agreement to convey, transfer or assign my right, title and interest in the lands to be conveyed.

DATED:

STATE OF NEW YORK)
 COUNTY OF RENSSELAER)
 CITY OF TROY)

_____ being duly sworn, deposes and says that he is the applicant herein and he has read the foregoing application and knows the content thereof, that the same is true to the knowledge of the deponent.

 Applicant's Signature

Sworn to Before Me this _____ day of _____ 2009

 NOTARY PUBLIC OR COMMISSIONER OF DEEDS

Office Use Only

1. Title approved by Corporation Counsel _____
 Date

2. Payment Due

Delinquent taxes (with interest)	\$	<u>26,835.03</u>
Administrative Fee (15% of line 1 or \$300.00) (whichever is greater)	\$	<u>4,025.25</u>
Reconveyance fee (for City)	\$	<u>235.00</u>
Advertising Fee (for City)	\$	<u>25.00</u>
Assessor Fee	\$	<u>300.00</u>
Legal Fee	\$	<u>150.00</u>
Closing Fees		
Closing Fee	\$	<u>400.00</u>
Estimated Fees to file deed with Renss County Clerk:		
Transfer gains \$4/\$1000 of redemption price (line 1)	\$	<u>108.00</u>
Filing fee	\$	<u>25.00</u>
\$3 per page of deed to be filed	\$	<u>9.00</u>
\$3/cover sheet – prepared by County Clerk	\$	<u>3.00</u>
\$5 – TP584	\$	<u>5.00</u>

\$125 or \$250 – RP5217 (depends on class code) \$ 250.00
(100-299 or 411C codes are \$125,
all other class codes are \$250)

3. TOTAL \$ 32,370.28

PAID OCT.29, 2009,MKH

Disclosure:

Aforementioned figures are only good through October 31, 2009 and are subject to change at closing. Total amount due in # 3 must be paid in full to the Bureau of Surplus Property, otherwise the request for re-conveyance will be rejected.

ALL MONIES MUST BE IN THE FORM OF CERTIFIED FUNDS

ORD. #2

**ORDINANCE APPROVING SETTLEMENT OF CERTIORARI PROCEEDINGS INSTITUTED BY
VARIOUS PROPERTY OWNERS LOCATED IN THE CITY OF TROY AND ON THE ASSESSMENT
ROLL OF THE CITY OF TROY**

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

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

Yum Brands 101.53-13-9
(65 Congress Street)

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to prepare new tax bills in the proper form based on the above referenced assessments and shall further authorize the Department of Finance and the City of Troy to revise the 2010 assessment roll to reflect said changes.

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

Section 4. This Ordinance shall take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 8
NOES: 1 Wojcik
ABSTAIN: 0

Troy City Clerk

Executive Action

Sent to the Mayor 12-4-09

Approved X Date 12-09-09

Received from the Mayor 12-09-09

Veto Not Endorsed

City Clerk _____

Mayor _____

MEMORANDUM IN SUPPORT

TAXPAYER: Yum Brands
PROPERTY: 65 Congress Street, (SBL No. 101.53-13-9)
ATTORNEY: Bruce Stavitsky, Esq., of Clifton, New Jersey

Yum Brands has challenged the 2006, 2007, 2008 and 2009 assessed values of 3,164 square foot building that it leases at 65 Congress Street. The building is currently being subleased to The Dragon Buffet and is operated as a Chinese restaurant. The property’s assessment history is as follows:

Year	Assessed Value	Eq. Rate	Fair Market Value
2006	\$175,000	17.50%	\$1,000,000
2007	\$175,000	16.00%	\$1,093,750
2008	\$ 80,000	13.50%	\$592,593
2009	\$ 80,000	13.22%	\$605,144

The parties had preliminary appraisal reports prepared by their respective appraisers. According to Petitioner’s attorney, Petitioner’s appraisal report supported a fair market value of \$240,000. A preliminary appraisal report was prepared for the City of Troy by Upstate Appraisal Services, which utilized a sales comparison and income approach. The City’s appraisal report indicated a range of values with a recommended settlement value of \$300,000.

After protracted negotiations, the Petitioner is willing to accept a tentative settlement in which all pending litigation would be discontinued without refunds or costs, and the 2010, 2011 and 2012 assessed values would reflect a fair market value of \$425,000.

ORD. # 3

**ORDINANCE AMENDING THE 2009 CAPITAL BUDGET FUND
TO ESTABLISH A CAPITAL PROJECT/ACCOUNT
AND TO APPROPRIATE FUNDS PER THE AGREEMENT BETWEEN
THE CITY OF TROY AND THE DEPARTMENT OF STATE FOR THE PURPOSE OF A
CONSTRUCTION PROJECT FOR IMPROVEMENTS TO THE INGALLS AVENUE BOAT LAUNCH
AND FISHING ACCESS**

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

Section 1. The Capital Fund is hereby amended to establish a capital project and account, and to appropriate funds per the grant agreement between the City of Troy and the NYS Department of State for the purpose of a Construction project for improvements to the Ingalls Avenue Boat Launch and Fishing Access as provided in Schedule A titled:

“2009 Capital Fund Amendment-

Ingalls Avenue Boat Launch/Fishing Access Construction Project”

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk
Sent to the Mayor 12-4-09
Received from the Mayor 12-09-09
City Clerk _____

Executive Action
Approved X Date 12-09-09
Veto _____ Not Endorsed _____
Mayor _____

MEMO IN SUPPORT

Title: Ordinance amending the 2009 capital budget fund to establish a capital project/account, and to appropriate funds per the agreement between the City of Troy and the NYS Department of State for the purpose of a construction project for improvements to the Ingalls Avenue Boat Launch and Fishing Access.

Summary of Provisions: The City of Troy (Contractor) will improve the existing Ingalls Avenue boat launch, provide opportunities for fishing access, and develop related site amenities. In addition to the necessary site remediation, this project includes design and construction of the following:

- An improved Boat Launch;
- A concrete retaining wall along the Hudson River;
- Access Roads, sidewalks, and parking;
- Docks;
- A fishing pier;
- A boaters facility with bathrooms and other amenities;
- Pavilions, picnic are, and a playground.

Present Law: N/A

Overall Budget Fiscal Impact: No General Fund Budget Implications. Funding is provided by Department of State with no local match contribution. Fully reimbursable to the City of Troy.

SCHEDULE A
2009 Capital Fund Budget Amendment

Ingalls Avenue Boat Launch/Fishing Access Constuction Project

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H3097			
State Aid - Capital projects	\$0.00	\$1,050,000.00	\$1,050,000.00
Total Revenue	\$0.00	\$1,050,000.00	\$1,050,000.00
 Expenditures H960			
H29-7180-0200-9553			
Ingalls Ave Boat Launch and Fishing Access Project	\$0.00	\$1,050,000.00	\$1,050,000.00
Special recreation project			

ORD. # 4

**ORDINANCE AMENDING THE 2009 CAPITAL BUDGET FUND
TO ESTABLISH A CAPITAL PROJECT AND ACCOUNT
AND TO APPROPRIATE FUNDS PER THE AGREEMENT BETWEEN
THE CITY OF TROY AND THE EMPIRE STATE DEVELOPMENT CORPORATION FOR THE
PURPOSE OF A HEDLEY DISTRICT DEVELOPMENT PROJECT**

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

Section 1. The Capital Fund is hereby amended to establish a capital project and account, and to appropriate funds per the grant agreement between the City of Troy and the Empire State Development Corporation for the purpose of a Hedley District development project as provided in Schedule A titled:

“2009 Capital Fund Amendment – Restore II – Hedley Development Project”

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN:

Troy City Clerk

Sent to the Mayor 12-4-09

Received from the Mayor 12-09-09

City Clerk _____

Executive Action

Approved X Date 12-09-09

Veto Not Endorsed

Mayor _____

MEMO IN SUPPORT

Title: Ordinance amending the 2009 capital budget fund to establish a capital project and account, and to appropriate funds per the agreement between the City of Troy and the Empire State Development Corporation for the purpose of a Hedley District development project.

Summary of Provisions: This project includes demolition, abatement, and infrastructure improvements of several structures for the development of the Hedley District. Project activities include:

- 433 River Street - Demolition, abatement and interior and exterior improvements.
- 500 & 515 River Street – Demolition, abatement, earthwork, and infrastructure improvements (sanitary/storm water, waterline, parking).
- 575 & 579 River Street – demolition, abatement, and earthwork.

The project also includes civil and structural engineering, environmental monitoring, and hazardous material testing. First Columbia, the developer and owner of all sites, will undertake all elements of the work to be performed at the sites within the Hedley District. First Columbia is a diversified real estate and building organization committed to the process of planning, building, financing, and operating high quality facilities. The company has developed a variety of commercial projects throughout the Northeast including major corporate build-to-suits, office campuses, master planned communities, medical complexes, and high tech facilities. The City of Troy expects that this downtown waterfront development project will leverage private investment, generate revenue through out-of-town guests, create jobs, and re-orient the downtown waterfront.

Present Law: N/A

Overall Budget Fiscal Impact: No General Fund Budget Implications. Funding is provided by ESDC and will be fully reimbursable to the City of Troy.

SCHEDULE A

**2009 Capital Fund Budget Amendment
Restore II - Hedley Development Project**

Capital Fund

<u>Original</u>	<u>CHANGE</u>	<u>Revised</u>
<u>Budget</u>		<u>Budget</u>

Revenue H510

H3097

State Aid - Capital projects \$0.00 \$ 1,579,000.00 \$1,579,000.00

Total Revenue

\$0.00 \$1,579,000.00 \$1,579,000.00

Expenditures H960

H29-6789-0200-9551

Restore II - Hedley Development Project \$0.00 \$ 1,579,000.00 \$1,579,000.00

Economic Assistance Development Project

ORD. # 5

**ORDINANCE AMENDING THE 2009 CAPITAL BUDGET FUND
TO ESTABLISH A CAPITAL PROJECT AND ACCOUNT
AND TO APPROPRIATE FUNDS PER THE AGREEMENT BETWEEN
THE CITY OF TROY AND THE DEPARTMENT OF STATE FOR THE PURPOSE OF A RIVERFRONT
PARK CONSTRUCTION PROJECT**

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

Section 1. The Capital Fund is hereby amended to establish a capital project and account, and to appropriate funds per the grant agreement between the City of Troy and the NYS Department of State for the purpose of a Riverfront Park Construction project as provided in Schedule A titled:

“2009 Capital Fund Amendment – Riverfront Park Construction Project”

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN: 0

Troy City Clerk

Sent to the Mayor 12-4-09

Received from the Mayor 12-09-09

City Clerk _____

Executive Action

Approved X Date 12-09-09

Veto Not Endorsed

Mayor _____

MEMO IN SUPPORT

Title: Ordinance amending the 2009 capital budget fund to establish a capital project/account, and to appropriate funds per the agreement between the City of Troy and the NYS Department of State for the purpose of a Riverfront Park Construction project.

Summary of Provisions: This project includes design and construct improvements in its Riverfront Park including the following elements:

- A Troy Maritime Welcome Center – the center will provide amenities for boaters such as bathrooms, showers, laundry facilities, and a kiosk containing information about the downtown. Additional docks, access points to the docks, and boater services will be provided along the seawall.
- A Waterfront Esplanade – an esplanade will be constructed from the City Hall site to the north end of Riverfront Park. The esplanade will connect into adjacent City Streets and Sidewalks to the north and south and provide linkages to possible future extension of the esplanade.
- A band shell and amphitheatre – a new band-shell and amphitheatre will be constructed to replace the existing riverfront park band-shell which does not work well for both performers and the audience.
- Construction will also include streetscaping, roadway and infrastructure improvements and general park landscaping, including a provision of facilities for the troy Waterfront Farmer’s Market if it is relocated to the riverfront Park site.

Present Law: N/A

Overall Budget Fiscal Impact: No General Fund Budget Implications. Funding is provided by Department of State with no local match contribution. Fully reimbursable to the City of Troy.

SCHEDULE A

2009 Capital Fund Budget Amendment

Riverfront Park Construction Project

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H3097			
State Aid - Capital projects	\$0.00	\$1,750,000.00	\$1,750,000.00
Total Revenue	\$0.00	\$1,750,000.00	\$1,750,000.00

Expenditures H960
H29-7180-0200-9552

Ordinance # 6 referred to Public Hearing on Jan. 7, 2010

ORD. #6

ORDINANCE AMENDING THE 2009 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN TO FUND A FEASIBILITY STUDY FOR A NORTH-CENTRAL COMMUNITY CENTER

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

Section 1. Ordinance # 13 adopted by the City Council on May 7, 2009 authorizing the Mayor to make application for funding pursuant to the Housing and Community Development Act of 1974, the McKinney Act Emergency Shelter Grant Program and the Home Investment Partnership Program to fund projects as provided for in a schedule which was attached thereto is amended to fund a feasibility study for the development of a North-Central Community Center as provided for in "Schedule A" which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Ordinance referred to Public Hearing on Jan. 7, 2010

**City of Troy
City Council Action
Memorandum In Support**

TITLE: Ordinance amending the 2009-2010 One-Year Action Plan of the Consolidated Plan to allow for the allocation of CDBG funds (\$15,000.00) from the CDBG City of Troy monies available for funding to support a feasibility study for a North-Central Community Center.

SUMMARY OF PROVISIONS: See attached schedule A.

PRESENT LAW: The City has approved a 2009-2010 One-year Action Plan of its Consolidated Plan. The City's Citizen Participation Plan of the 5 year strategic plan requires that CDBG allocations of this nature be authorized by the City Council. A 30-day public comment period as well as a public hearing within the 30-day comment is required prior to City Council approval.

PURPOSE: Reallocation of CDBG funds from the CDBG City of Troy monies available for funding support expenses associated with a feasibility study for the construction of a Community Center in a low and moderate income area.

This transfer requires Council approval.

The Administration recommends that the Council transfer \$15,000.00 from the CDBG City of Troy monies currently available to fund various projects as identified in the attached schedule A, and use the allocated funds support expenses associated with a feasibility study for the construction of a Community Center.

FISCAL IMPACT: No negative impact on the City general fund or on City programs/projects is expected.

Ordinance # 7 referred to Public Hearing on Jan.7, 2010

ORD. #7

ORDINANCE AMENDING THE 2009-2010 CDBG ACTION PLAN BUDGET TO ALLOW FOR THE REALLOCATION OF CDBG FUNDS FROM THE QUADRICENTENNIAL PARK (\$100,000.00) AND HOMEOWNER HOUSING & ENERGY IMPROVEMENT PROGRAM (\$50,000.00), INTO THE CODE ENFORCEMENT BUDGET LINE TO AUGMENT FUNDS FOR THE FIRST HALF CDBG CONTRIBUTION TO THE GENERAL FUND FOR WORKFORCE EXPENSES IN LOW AND MODERATE INCOME AREAS, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSFERS AND THE HUD AMENDMENT PROCESS.

The City of Troy, convened in the City council, ordains as follows:

Section 1. The 2009 CDBG action plan budget is hereby amended to allow for the reallocation of CDBG funds from the Quadricentennial Park and Homeowner Housing & Energy Improvement Program, into the 2009 CDBG Code Enforcement budget line, to amend the respective one year action plans accordingly, and to authorize the mayor to execute any and all documents necessary to complete the transfers and the HUD amendment process as provided in schedule “a” entitled:

“CDBG Budget Transfer”

Which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Ordinance # 7 referred to Public Hearing on Jan.7, 2010

**City of Troy
City Council Action
Memorandum In Support**

TITLE: Ordinance amending the 2009 CDBG Action Plan budget to allow for the reallocation of CDBG funds from the Quadricentennial Park and Homeowner Housing & Energy Improvement Program into the 2009 Code Enforcement budget line to augment funds for the first half contribution to the general fund for workforce expenses in low/mod income areas, to amend the respective one year action plans accordingly and authorize the Mayor to execute any and all documents necessary to effect the transfers.

SUMMARY OF PROVISIONS: See attached schedule A-1.

PRESENT LAW: The City has approved a 2009 One-year Action Plan of its Consolidated Plan. The City’s Citizen Participation Plan of the 5 year strategic plan requires that CDBG transfers of this nature be authorized by the City Council. A 30-day public comment period as well as a public hearing with in the 30-day comment is required prior to City Council approval.

PURPOSE: Reallocation of CDBG funds from current year budget lines to another to augment a current account that provides reimbursement for code Enforcement workforce labor expenses for work in low and moderate income areas. These transfers require Council approval.

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st 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
December Budget Amendment

General Fund			Original	Change	Revised
Department	Account No.	Description	Budget*	(+ / -)	Budget
Comptroller's Office - Cash receipts	A1325-0301-0000	Office Supplies	1,500	750	2,250
Comptroller's Office - Cash receipts	A1325-0403-0000	Printing and Advertising	4,500	1,500	6,000
Comptroller's Office - Procurement	A1345-0301-0000	Office Supplies	6,500	-750	5,750
Comptroller's Office - Procurement	A1345-0402-0000	Postage	38,333	5,000	43,333
Assessor's Office	A1355-0409-0000	Consultant Services	35,000	-16,500	18,500
City Clerk	A1410-0101-0000	Permanent Salaries	89,101	-3,400	85,701
City Clerk	A1410-0403-0000	Printing and Advertising	1,072	-543	529
City Clerk	A1410-0404-0027	Maintenance Contract	3,220	543	3,763
City Clerk	A1410-0809-0000	Worker's Compensation	5,000	3,400	8,400
Corporation Counsel	A1420-0409-0003	Bond and Note Expense	15,000	10,000	25,000
Engineering	A1440-0103-0000	Overtime	2,500	1,200	3,700
City Services Administration	A1490-0101-0000	Permanent Salaries	335,065	-15,000	320,065
City Services Administration	A1490-0102-0000	Temporary Salaries	34,499	15,000	49,499
City Services Administration	A1490-0409-0023	Consultant Services	32,500	-5,000	27,500
City Services Administration	A1490-0423-0000	Uniforms	26,000	-1,000	25,000
DPW - Facilities	A1620-0103-0000	Overtime	25,000	2,500	27,500
DPW - Facilities	A1620-0401-0053	Telephone	361,300	20,000	381,300
DPW - Facilities	A1620-0401-0054	Utilities - Gas and Electric	349,000	-15,000	334,000
DPW - Central Garage	A1640-0301-0000	Office Supplies	1,500	500	2,000
DPW - Central Garage	A1640-0304-0056	Vehicle Gas and Oil	501,000	-25,000	476,000
Information Services	A1680-0401-0047	Telecommunications	7,740	500	8,240
Judgment and Claims	A1930-0414-0000	Judgement and Claims	125,000	20,000	145,000
Contingency	A1990-0418-0000	Contingency	40,270	-40,000	270
Police Department	A3120-0101-0000	Permanent Salaries	7,811,958	-40,000	7,771,958
Police Department	A3120-0102-0000	Temporary Salaries	120,000	55,000	175,000
Police Department	A3120-0405-0068	Rentals	65,500	-15,000	50,500
Police Department	A3120-0401-0054	Utilities - Gas and Electric	223,000	-10,000	213,000
Fire Department	A3410-0202-0000	Vehicles	429,810	750	430,560
Fire Department	A3410-0303-0000	Other Materials and Supplies	116,320	5,000	121,320
Fire Department	A3410-0401-0054	Utilities - Gas and Electric	160,000	-5,750	154,250
Fire Department	A3410-0404-0068	Repairs to Equipment	60,962	5,000	65,962
Fire Department	A3410-0423-0000	Uniforms	55,072	-10,000	45,072
DPW - Streets	A5110-0101-0000	Permanent Salaries	1,001,129	-7,500	993,629
DPW - Streets	A5110-0102-0000	Temporary Salaries	108,500	20,000	128,500
DPW - Streets	A5110-0103-0000	Overtime	68,000	35,000	103,000
DPW - Streets	A5110-0303-0091	Other Materials and Supplies	200,000	55,000	255,000
DPW - Streets	A5110-0401-0074	Utilities - Street Lights	1,298,000	-30,000	1,268,000

Recreation	A7150-0303-0014	Other Material and Supplies	44,000	1,000	45,000
Recreation	A7150-0304-0000	Vehicle Expense	0	4,300	4,300
Recreation	A7150-0401-0021	Utilities - Oil	7,000	-1,000	6,000
Recreation	A7150-0401-0054	Utilities - Gas & Electric	247,000	-3,000	244,000
DPW - Sanitation	A8160-0101-0000	Permanent Salaries	1,053,901	-7,500	1,046,401
DPW - Sanitation	A8160-0103-0000	Overtime	50,000	20,000	70,000
DPW - Sanitation	A8160-0405-0076	Refuse Tipping Fee	1,262,152	-30,000	1,232,152
Total General Fund Budget Expenditure Increase				\$0.00	

Water Fund			Original	Change	Revised
Department	Account No.	Description	Budget*	(+ / -)	Budget
DPU - Administration	F8310-0201-0030	Equipment - Meters	157,580	1,200	158,780
DPU - Administration	F8310-0404-0068	Repairs to Equipment	10,000	-8,000	2,000
DPU - Administration	F8310-0409-0000	Consultant Services	36,715	29,000	65,715
DPU - Administration	F8310-0411-0000	Travel	1,700	-1,200	500
DPU - Purification	F8330-0401-0021	Utilities - Heating Oil	150,000	-21,000	129,000
DPU - Transmission	F8330-0404-0068	Repairs to Equipment	54,400	-24,000	30,400
DPU - Transmission	F8340-0202-0000	Vehicles	650,000	24,000	674,000
Total Water Fund Budget Expenditure Increase				\$0.00	

Sewer Fund			Original	Change	Revised
Department	Account No.	Description	Budget*	(+ / -)	Budget
DPU - Sanitary Sewers	G8120-0104-0000	Compensatory Buy outs		-2,500	-2,500
DPU - Sanitary Sewers	G8120-0303-0000	Other Materials and Supplies		2,500	2,500
Total Sewer Fund Budget Expenditure Increase				\$0.00	

ORD. #9
ORDINANCE AUTHORIZING AND DIRECTING SALE BY
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTY

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

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of surplus Property accepted bids at private sale on the hereinafter described property described as a parcel formerly known as Waterford Street off Turnpike Rd.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchaser for the sum below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sale are as follows:

PURCHASER: H. James Magee and Barbara A. Magee
PURCHASE PRICE: \$ 3,000.00

TERMS AND CONDITIONS: Vacant parcel adjacent to SBL 70.81-1-5 presently owned by the purchasers herein.

A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

Section 5. The said real property is described a portion of lands formerly known as Waterford Street off Turnpike Rd. and specifically described in land surveyor property description attached hereto and made a part hereof.

Section 7. This Ordinance shall take effect immediately. Approved as to form,

Ordinance ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u>X</u> Date <u>12-09-09</u>
Received from the Mayor <u>12-09-09</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk _____	Mayor _____

ORD. #10

ORDINANCE AUTHORIZING THE RECONVEYANCE OF REAL PROPERTY TAKEN BY THE CITY OF TROY THROUGH THE IN-REM FORECLOSURE PROCESS

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

Section 1. The City of Troy, through the In-Rem foreclosure process, by Court Order and Treasurer’s Deed, took legal title to real property located at 205 Oakwood Ave., Troy, New York (S/B/L:#90.3-9-1).

Section 2. Pursuant to City code section 83-5, “Reconveyance of foreclosure property”, former owners Ralph Quade, Denzil A. Sequirea, Ajit S. Khanuja and Donald B. Symanowicz, tendered application for reconveyance and a copy of their application is attached hereto and made a part hereof.

Section 3. Pursuant to City Code section 83-5(A), the City Council, in its discretion, may convey all of the property, right, title and interest of the City in any property hereinafter acquired by the City by virtue of any In-Re foreclosure action, to any person...which...had been vested with title thereto.

Section 4. The City Council of the City of Troy hereby authorizes the reconveyance of the above defined real property, by quit claim deed, to former owners, Ralph Quade, Denzil A. Sequirea, Ajit S. Khanuja and Donald B. Symanowicz, as soon as practicable

Section 5. This act will take effect immediately.

Ordinance ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN:

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u>X</u> Date <u>12-09-09</u>

WHEREAS, the City of Troy has received \$248,717 in ARRA JAG funding on behalf of itself and the other participating organizational entities; and

WHEREAS, the allocation of ARRA JAG funding, as agreed to by Memorandum of Understanding under the Program requirements, is as follows: City of Troy (\$175,959); Town of North Greenbush (\$14,424); Town of East Greenbush (\$24,493); City of Rensselaer (\$12,575); Rensselaer County (\$21,266); and

WHEREAS, the funding will be used for law enforcement purposes consistent with the ARRA JAG Program;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to enter into sub-recipients agreements on behalf of the City of Troy with the Town of North Greenbush, the Town of East Greenbush, and the City of Rensselaer and Rensselaer County in the amounts and for the purposes specified in the sub-recipient agreements as attached hereto as schedule "A" and made a part hereof.

Resolution ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u>X</u> Date <u>12-09-09</u>
Received from the Mayor <u>12-09-09</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk _____	Mayor _____

DRAFT

SUB-RECIPIENT AGREEMENT

PURSUANT TO FY2009 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

THIS AGREEMENT, entered into this **day of 2009** by and between the **City of Troy**, hereinafter referred to as the "City", and **The Town of North Greenbush**, hereinafter referred to as the "Subrecipient", with regard to distribution of funding under the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant, hereinafter referred to as the "Grant".

WITNESSETH THAT:

WHEREAS, the City of Troy acted as Lead Applicant in a Joint Application for the Grant, with the Town of North Greenbush Police Department, the Town of North Greenbush Police Department, the City of Rensselaer Police Department and the Rensselaer County Sheriff's Office as participating organizational entities ; and

WHEREAS, the City of Troy is designated as Fiscal Agent for \$ 248,717 in approved Grant funding; and,

WHEREAS, the Town of North Greenbush, as stipulated in the Grant application, will receive \$14,424 in funding for the purchase of rifles and associated accessories/supplies ;

NOW, THEREFORE, the parties do mutually agree as follows and the Subrecipient accepts the Grant funding subject to the following terms and conditions :

I. Scope of Responsibilities .

A. The Subrecipient shall purchase the rifles and associated accessories/supplies, as itemized in the attached Budget Narrative (Exhibit A) .

B. The Subrecipient shall submit to the City all documentation related to those purchases. Such purchase documentation shall be furnished with sufficient detail as necessary to

meet U.S . Department of Justice applicable financial requirements .

C. The Subrecipient shall furnish to the City all other documentation, as may be necessary under the Grant, to meet reporting requirements .

II. Term of Agreement. Expenses incurred relative to the purchase of the vehicle and equipment between 3/1/2009 and 2/28/2013 are eligible for reimbursement . No payment shall be made for expenditures incurred before 3/1/2009 or after 2/28/2013 .

III. Compensation and Method of Payment .

A. Compensation

1. The Subrecipient shall be compensated an amount not to exceed \$14,424 in the performance of the terms of this Agreement. The Subrecipient shall not be compensated for services not described explicitly in the Scope of Responsibilities and Budget Narrative, which is attached hereto and made part of as Exhibit A ..

2. Payments will be released by the City to the Subrecipient for payment only after the Subrecipient presents to the City in writing the following :

a. Proof that the purchases were made per Scope of Responsibilities under Section I above .

b. Proof that the Subrecipient has provided necessary documentation under the terms of the Grant and in a manner consistent U.S. Department of Justice fiscal standards .

B . Method of Payment.

1 . The Subrecipient shall prepare the requisitions for payment only after purchases are completed in accordance with the terms of this agreement . The requisition shall be submitted to the City on forms provided by the City and accompanied by adequate documentation for approval and processing .

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IV. Establishment and Maintenance of Records . The Subrecipient shall maintain records in accordance with requirements prescribed the U.S . Department of Justice and/or the City, with respect to all matters and services covered by this Agreement .

V. Reports and Information. At such time and in such forms as the U .S . Department of Justice or the City directs, the Subrecipient shall submit to the City any statements, records, reports, data and information required by the Department of Justice or the City pertaining to matters and expenditures covered by this Agreement and incorporated in the Scope of Responsibilities . .

VI. Audits and Inspections . At any time during normal business hours and as often as the City may deem necessary, the Subrecipient shall make available to the City and Department of Justice all of its records with respect to matters covered by this Agreement . The Subrecipient shall permit the City to audit, examine and make excerpts or transcripts from such records, . to interview personnel of the Subrecipient, and to make audits of all contracts, invoices, materials , reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement and incorporated into the Scope of Responsibilities .

VII. Assignment by Subrecipient. The Subrecipient certifies that its rights, obligations and duties under this Agreement shall not be assigned in whole or in part .

VIII. Indemnification . In consideration of receiving the funding herein, the Subrecipient hereby assumes responsibility and liability for any and all property damage and/or personal injury of any kind, including death resulting therefrom, to all persons and parties, including third parties , whether employees or officers of the Subrecipient or otherwise, whether being caused by the negligence of the Subrecipient, its officers, employees, contractors or subcontractors or otherwise, arising out of or in connection with the execution of the work provided for in this Agreement. Furthermore, the Subrecipient . agrees to indemnify and hold harmless the City, its

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officers, employees and agents for any liability resulting from any claims made by contractors , subcontractors, and by any other person, firm or corporation whether for property damage or personal injury that occur in connection with this Agreement .

CITY OF TROY

by:

Harry J. Tutunjian, Mayor
Town of North Greenbush

by:

Mark Evers, Supervisor

4

DRAFT

SUB-RECIPIENT AGREEMENT

**PURSUANT TO FY2009 RECOVERY ACT EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT**

THIS AGREEMENT, entered into this **day of 2009** by and between the **City of Troy**, hereinafter referred to as the "City", and **The Town of East Greenbush**, hereinafter referred to as the "Subrecipient", with regard to distribution of funding under the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant, hereinafter referred to as the "Grant" .

WITNESSETH THAT:

WHEREAS, the City of Troy acted as Lead Applicant in a Joint Application for the Grant , with the Town of North Greenbush Police Department, the Town of East Greenbush Police Department, the City of Rensselaer Police Department and the Rensselaer County Sheriff's Office as participating organizational entities ; and

WHEREAS, the City of Troy is designated as Fiscal Agent for \$ 248,717 in approved Grant funding; and,

WHEREAS, the Town of East Greenbush, as stipulated in the Grant application, will receive \$24,493 in funding for the purchase of a crime scene vehicle with requisite law enforcement options;

NOW, THEREFORE, the parties do mutually agree as follows and the Subrecipient accepts the Grant funding subject to the following terms and conditions :

I. Scope of Responsibilities .

A. The Subrecipient shall purchase the vehicle and equipment, as itemized in the attached Budget Narrative.

B. The Subrecipient shall submit to the City all documentation related to those purchases .

1
Such purchase documentation shall be furnished with sufficient detail as necessary to meet U.S . Department of Justice applicable fiscal requirements .

C. The Subrecipient shall furnish to the City all other documentation, as may be necessary under the Grant, to meet reporting requirements.

II. Term of Agreement. Expenses incurred relative to the purchase of the vehicle and equipment between 3/1/2009 and 2/28/2013 are eligible for reimbursement . No payment shall be made for expenditures incurred before 3/1/2009 or after 2/28/2013 .

III. Compensation and Method of Payment .

A. Compensation

1. The Subrecipient shall be compensated an amount not to exceed \$24,493 in the performance of the terms of this Agreement . The Subrecipient shall not be compensated for services not described explicitly in the Scope of Responsibilities and Budget Narrative, which is attached hereto and made part of as Exhibit A . .

2. Payments will be released by the City to the Subrecipient for payment only after the Subrecipient presents to the City in writing the following :

a. Proof that the purchases were made per Scope of Responsibilities under Section I above .

b. Proof that the Subrecipient has provided necessary documentation under the terms of the Grant and in a manner consistent U.S. Department of

Justice fiscal standards .

B . Method of Payment.

1 . The Subrecipient shall prepare the requisitions for payment only after purchase s are completed in accordance with the terms of this agreement . The requisition shall be submitted to the City on forms provided by the City and accompanied b y adequate documentation for approval and processing .

IV. Establishment and Maintenance of Records . The Subrecipient shall maintain records i n accordance with requirements prescribed the U.S. Department of Justice and/or the City, with respect to all matters and services covered by this Agreement .

V. Reports and Information . At such time and in such fauns as the U .S . Department of Justice or the City directs, the Subrecipient shall submit to the City any statements, records, reports, dat a and infoimation required by the Department of Justice or the City pertaining to matters an d expenditures covered by this Agreement and incorporated in the Scope of Responsibilities . .

VI. Audits and Inspections . At any time during normal business hours and as often as the Cit y may deem necessary, the Subrecipient shall make available to the City and Department o f Justice all of its records with respect to matters covered by this Agreement . The Subrecipient shall permit the City to audit, examine and make excerpts or transcripts from such records, t o interview personnel of the Subrecipient, and to make audits of all contracts, invoices, materials , reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement and incorporated into the Scope of Responsibilities .

VII. Assignment by Subrecipient. The Subrecipient certifies that its rights, obligations and dutie s under this Agreement shall not be assigned in whole or in part .

VIII. Indemnification . In consideration of receiving the funding herein, the Subrecipient hereby assumes responsibility and liability for any and all property damage and/or personal injury o f any kind, including death resulting therefrom, to all persons and parties, including third parties , whether employees or officers of the Subrecipient or otherwise, whether being caused by th e negligence of the Subrecipient, its officers, employees, contractors or subcontractors o r otherwise, arising out of or in connection with the execution of the work provided for in thi s

3 Agreement. Furthermore, the Subrecipient agrees to indemnify and hold harmless the City, it s officers, employees and agents for any liability resulting from any claims made by contractors , subcontractors, and by any other person, firm or corporation whether for property damage o r personal injury that occur in connection with this Agreement.

CITY OF TROY

by:

Harry J. Tutunjian, Mayor

*****!*****k*****

by:

9: .!***i:k** **j: .k*9 ::!*** :kxk : k*9: **: A•is7: i: :!*

DRAFT

SUB-RECIPIENT AGREEMENT

PURSUANT TO FY2009 RECOVERY ACT EDWARD BYRN MEMORIAL

JUSTICE ASSISTANCE GRANT

THIS AGREEMENT, entered into this **day of 2009** by and between the **City of Troy**, hereinafter referred to as the "City", and **The City of Rensselaer**, hereinafter referred to as th e "Subrecipient", with regard to distribution of funding under the 2009 Recovery Act Edward Byrn e Memorial Justice Assistance Grant, hereinafter referred to as the "Grant" .

WITNESSETH THAT :

WHEREAS, the City of Troy acted as Lead Applicant in a Joint Application for the Grant , with the Town of East Greenbush Police Department, the Town of North Greenbush Polic e Department, the City of Rensselaer Police Department and the Rensselaer County. Sheriff' s Office as participating organizational entities ; and

WHEREAS, the City of Troy is designated as Fiscal Agent for \$ 248,717 in approved Grant funding ; and,

WHEREAS, the City of Rensselaer, as stipulated in the Grant application, will receive \$12,575 in funding for the purchase equipment and supplies for patrol and bike patrol ;

NOW, THEREFORE, the parties do mutually agree as follows and the Subrecipient accepts the Grant funding subject to the following terms and conditions :

I. Scope of Responsibilities.

A. The Subrecipient shall purchase the equipment and supplies for patrol and bike patrol, as itemized in the attached Budget Narrative (Exhibit A) .

B. The Subrecipient shall submit to the City all documentation related to those purchases . Such purchase documentation shall be furnished with sufficient detail as necessary to

1 meet U.S. Department of Justice applicable fiscal requirements .

C . The Subrecipient shall furnish to the City all other documentation, as may be necessary under the Grant, to meet reporting requirements .

II. Term of Agreement. Expenses incurred relative to the purchase of the vehicle and equipment between 3/1/2009 and 2/28/2013 are eligible for reimbursement . No payment shall be made for expenditures incurred before 3/1/2009 or after 2/28/2013 .

III. Compensation and Method of Payment .

A. Compensation

1. The Subrecipient shall be compensated an amount not to exceed \$12,575 in the performance of the terms of this Agreement . The Subrecipient shall not be compensated for services not described explicitly in the accompanying Scope of Responsibilities and Budget Narrative, which is attached hereto and made part of as Exhibit A.

2. Payments will be released by the City to the Subrecipient for payment only after the Subrecipient presents to the City in writing the following :

a. Proof that the purchases were made per Scope of Responsibilities under Section I above .

b. Proof that the Subrecipient has provided necessary documentation under the terms of the Grant and in a manner consistent U.S . Department of Justice fiscal standards .

B. Method of Payment.

1 . The Subrecipient shall prepare the requisitions for payment only after purchases are completed in accordance with the terms of this agreement . The requisition shall be submitted to the City on forms provided by the City and accompanied by adequate documentation for approval and processing.

2

IV. Establishment and Maintenance of Records . The Subrecipient shall maintain records in accordance with requirements prescribed the U .S. Department of Justice and/or the City, with respect to all matters and services covered by this Agreement .

V. Reports and Information. At such time and in such forms as the U.S . Department of Justice or the City directs, the Subrecipient shall submit to the City any statements, records, reports, data and information required by the Department of Justice or the City pertaining to matters and expenditures covered by this Agreement and incorporated in the Scope of Responsibilities . .

VI. Audits and Inspections . At any time during normal business hours and as often as the City may deem necessary, the Subrecipient shall make available to the City and Department of Justice all of its records with respect to matters covered by this Agreement. The Subrecipient shall permit the City to audit, examine and make excerpts or transcripts from such records, to interview personnel of the Subrecipient, and to make audits of all contracts, invoices, materials , reports of personnel, conditions of employment and other data relating to all matters covered by

this Agreement and incorporated into the Scope of Responsibilities .

VII. Assignment by Subrecipient. The Subrecipient certifies that its rights, obligations and duties under this Agreement shall not be assigned in whole or in part .

VIII. Indemnification. In consideration of receiving the funding herein, the Subrecipient hereby assumes responsibility and liability for any and all property damage and/or personal injury of any kind, including death resulting therefrom, to all persons and parties, including third parties , whether employees or officers of the Subrecipient or otherwise, whether being caused by the negligence of the Subrecipient, its officers, employees, contractors or subcontractors or otherwise, arising out of or in connection with the execution of the work provided for in this

Agreement . Furthermore, the Subrecipient agrees to indemnify and hold harmless the City, its officers, employees and agents for any liability resulting from any claims made by contractors , subcontractors, and by any other person, firm or corporation whether for property damage or ,personal injury that occur in connection with this Agreement .

CITY OF TROY

by:

Harry J. Tutunjian, Mayor

City of Rensselaer

b

Daniel Dwyer, Mayor

4

DRAFT

. SUB-RECIPIENT AGREEMENT

PURSUANT TO FY2009RECOVERY ACT EDWARDBYRNEMEMORIAL JUSTICE ASSISTANCE GRANT

THIS AGREEMENT, entered into this **day of 2009** by and between the **City of Troy** , . hereinafter referred to as the "City", and **Rensselaer County**, hereinafter referred to as the "Subrecipient", with regard to distribution of funding under the 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant, hereinafter referred to as the "Grant" .

WITNESSETH THAT:

WHEREAS, the City of Troy acted as Lead Applicant in a Joint Application for the Grant , with the Town of East Greenbush Police Department, the Town of North Greenbush Police Department, the City of Rensselaer Police Department and the Rensselaer County Sheriff's Office as participating organizational entities ; and

WHEREAS, the City of Troy is designated as Fiscal Agent for \$ 248,717 in approved Grant funding ; and,

WHEREAS, the Rensselaer County Sheriff's Office, as stipulated in the Grant application, will receive \$21,266 in funding for the purchase of fingerprinting equipment, Tasers and rifle sights

NOW, THEREFORE, the parties do mutually agree as follows and the Subrecipient accepts the Grant funding subject to the following terms and conditions :

I. Scope of Responsibilities .

A. The Subrecipient shall purchase of the fingerprinting equipment, Tasers and rifle sights , as itemized in the attached Budget Narrative (Exhibit A) .

B. The Subrecipient shall submit to the City all documentation related to those purchases .

1

Such purchase documentation shall be furnished with sufficient detail as necessary to meet U.S . Department of Justice applicable fiscal requirements .

C . The Subrecipient shall furnish to the City all other documentation, as may be necessary under the Grant, to meet reporting requirements.

II. Term of Agreement. Expenses incurred relative to the purchase of the vehicle and equipment

between 3/1/2009 and 2/28/2013 are eligible for reimbursement . No payment shall be made for expenditures incurred before 3/1/2009 or after 2/28/2013 .

III. Compensation and Method of Payment .

A. Compensation

1. The Subrecipient shall be compensated an amount not to exceed \$21,266 in the performance of the terms of this Agreement . The Subrecipient shall not be compensated for services not described explicitly in the accompanying Scope of Responsibilities and Budget Narrative, which is attached hereto and made part of as Exhibit A.

2. Payments will be released by the City to the Subrecipient for payment only after the Subrecipient presents to the City in writing the following :

a. Proof that the purchases were made per Scope of Responsibilities under Section I above .

b. Proof that the Subrecipient has provided necessary documentation under the terms of the Grant and in a manner consistent U.S . Department of Justice fiscal standards .

B. Method of Payment.

1 . The Subrecipient shall prepare the requisitions for payment only after purchases are completed in accordance with the terms of this agreement . The requisition shall be submitted to the City on forms provided by the City and accompanied by adequate documentation for approval and processing .

IV. Establishment and Maintenance of Records . The Subrecipient shall maintain records in accordance with requirements prescribed the U.S. Department of Justice and/or the City, with respect to all matters and services covered by this Agreement .

V. Reports and Information . At such time and in such forms as the U .S . Department of Justice or the City directs, the Subrecipient shall submit to the City any statements, records, reports, data and information required by the Department of Justice or the City pertaining to matters and expenditures covered by this Agreement and incorporated in the Scope of Responsibilities ..

VI. Audits and Inspections . At any time during normal business hours and as often as the City may deem necessary, the Subrecipient shall make available to the City and Department of Justice all of its records with respect to matters covered by this Agreement . The Subrecipient shall permit the City to audit, examine and make excerpts or transcripts from such records, to interview personnel of the Subrecipient, and to make audits of all contracts, invoices, materials , reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement and incorporated into the Scope of Responsibilities .

VII. Assignment by Subrecipient. The Subrecipient certifies that its rights, obligations and duties under this Agreement shall not be assigned in whole or in part .

VIII. Indemnification. In consideration of receiving the funding herein, the Subrecipient hereby assumes responsibility and liability for any and all property damage and/or personal injury of any kind, including death resulting therefrom, to all persons and parties, including third parties , whether employees or officers of the Subrecipient or otherwise, whether being caused by the negligence of the Subrecipient, its officers, employees, contractors or subcontractors or

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otherwise, arising out of or in connection with the execution of the work provided for in this Agreement. Furthermore, the Subrecipient agrees to indemnify and hold harmless the City, its officers, employees and agents for any liability resulting from any claims made by contractors , subcontractors, and by any other person, firm or corporation whether for property damage or personal injury that occur in connection with this Agreement .

CITY OF TROY

by:

Harry J. Tutunjian, Mayor

County of Rensselaer

by:
Kathleen Jimino, County Executive

RES. # 3

RESOLUTION AUTHORIZING THE CITY COUNCIL TO BE THE LEAD AGENCY FOR THE REZONING OF A 50 ACRE PARCEL OF LAND LOCATED ON OAKWOOD AVE. PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)

WHEREAS, the City Council is undertaking the review of the proposed rezoning of a 50 acre parcel of land located along Oakwood Ave. and,

WHEREAS, in compliance with the New York State Environmental Quality Review Act and its implementing regulations, the City Council has reviewed the Environmental Assessment Form and proposes to be the lead agency for the issue of the rezoning of the 50 acre parcel of land located on Oakwood Ave. .

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

1. Determines that there are no other identified involved agencies pursuant to SEQRA.
2. Declares itself to be SEQRA Lead Agency.
3. Determines that the proposed action is to be a Listed action pursuant to SEQRA.
4. Directs the City Clerk to take all necessary action to effectuate this resolution as may be required by law, including but not limited to, circulating and filing.

Resolution ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk	Executive Action
Sent to the Mayor <u>12-4-09</u>	Approved <u> X </u> Date <u>12-09-09</u>
Received from the Mayor <u>12-09-09</u>	Veto <u> </u> Not Endorsed <u> </u>
City Clerk <u> </u>	Mayor <u> </u>

RES. #4

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COOPER, ROBERTSON AND PARTNERS FOR THE PURPOSES OF THE REDEVELOPMENT OF RIVERFRONT PARK MASTER PLAN

WHEREAS the City of Troy issued a Request for Proposal to solicit bids for master planning and redevelopment services for Riverfront Park, located west of the current City Hall, and

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: 0

Troy City Clerk
Sent to the Mayor 12-4-09
Received from the Mayor 12-09-09
City Clerk _____

Executive Action
Approved Date 12-09-09
Veto Not Endorsed _____
Mayor _____

LIBRARY TAX AGREEMENT

AGREEMENT made this _____ day of November, 2009, by and between **TROY PUBLIC LIBRARY**, an educational corporation, having its principal offices 100 Second St., Troy, New York 12180, party of the first part, hereinafter referred to as "Library", 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, on the 21st day of May 2009, the New York State Legislature amended chapter 672 of the laws of 1993, amending the Public Authorities Law relating to the construction and financing of facilities for certain public libraries including the Troy Public Library within the provisions of such chapter; and

WHEREAS, pursuant to said amendment, taxes voted on and approved for the support of the Library shall be levied in the calendar year directly preceding the Library's fiscal year and shall be included in the tax bills issued during December of the calendar year preceding the fiscal year; and

WHEREAS, the City of Troy and the Library desire to enter into this Agreement to implement the provision of the amendment as set forth in Legislative bill A-11189 attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, subsequent to the determination of the voters of the Public Library District, the Board of Trustee of the Library, pursuant to Resolution, caused to be filed with the City of Troy a statement that the dollar amount to be raised by levy for the library district is Eight Hundred Ninety Thousand Dollars (\$890,000.00), a copy of said Resolution is attached hereto and made a part hereof as Exhibit "B".

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. Consistent with the provisions of Legislative bill A-11189 the City of Troy shall levy a tax against the real property lying within the City of Troy for the amount to be raised by tax as contained in the annual budget for the Library.

2. Consistent with the provisions of Legislative bill A-11189 the City of Troy shall promptly pay over to the Library all money which are raised for the Library..

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written and have caused the respective seals of the City of Troy and Library to be affixed hereto subject to ratification by the Troy City Council and the Board of Trustees of the Troy Public Library.

TROY PUBLIC LIBRARY

By: _____
Paul Hicok
Executive Director

Approved to as form: **THE CITY OF TROY, NEW YORK**

by: _____
Charles A. Sarris. **Harry J. Tutunjian**
Mayor
STATE OF NEW YORK)
) ss.. COUNTY OF RENSSELAER)

On the ____ day of November, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **Paul Hicok**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual, acted,, executed the instrument.
Notary Public, State of New York

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

On the ____ day of November, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **Harry J. Tutunjian**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual, acted,, executed the instrument.
Notary Public, State of New York

RES. #6

RESOLUTION AUTHOZING THE MAYOR TO SIGN A SUB-RECIPIENT AGREEMENT WITH FIRST COLUMBIA, LLC. PURSUANT TO THE RESTORE NY II GRANT PROGRAM

WHEREAS, the City of Troy received \$2,500,000 in grant funding through the Empire State Development Corporation (ESDC) pursuant to the Restore NY II grant program; and

WHEREAS, the grant is intended to catalyze development within the Hedley District and the existing City Hall site; and

WHEREAS, the City of Troy has entered in to a Grant Disbursement Agreement (GDA) with ESDC, in the amount of \$1,579,000 for activities related to demolition, hazardous materials remediation and site preparation at sites owned by First Columbia LLC, located at 433 River Street, 500 River Street, 515 River Street, 575 River Street and 579 River Street; and

**CITY OF TROY and RENSSELAER COUNTRY SEWER DISTRICT # 1
BILLING AGREEMENT**

THIS AGREEMENT dated the day of 2009, by and between the CITY OF TROY, and the CITY OF TROY, DEPARTMENT OF PUBLIC UTILITIES, hereinafter referred to as the "City" ; and the RENSSELAER COUNTY SEWER DISTRICT NO . 1, hereinafter referred to as the "District" : WHEREAS, the City has notified the district that the previous perpetual agreement dated the 3rd day of March 2006, shall be null and void on the 31st day of December, 2008, and

WHEREAS, the District is desirous of continuing the utilization of the computerized billing system in order to more efficiently conduct its activities and :

WHEREAS, the City presently is using such a system into which the District's activities are incorporated ; and

WHEREAS, the combining of the billing and other functions of the City and District will enhance the overall services supplied by both the District and the City ; and

NOW THEREFORE, the parties in consideration of a fee as set forth in paragraph 11 to be paid annually, to both the City of Troy and the City of Troy Department of Public Utilities do covenant and agree as follows :

1. The City will take all necessary water meter readings and convert the same to the District charges .
2. The City shall acquire and furnish all forms necessary for billing .
3. The City shall prepare all bills for all customer accounts . within the City .
4. The City shall mail all bills and assume the expense of postage .
5. The City shall collect all payments of District Charges .
6. Upon receipt, the City shall deposit all monies collected for District charges in a separate bank account in the name of the District .
7. The City shall provide the District on a monthly basis with all copies of billing registers, payment registers, bank account deposit receipts showing all deposits in the District account for all District customer accounts . The City shall further permit access at all reasonable times for the District to inspect all records pertinent to sewer rents .
8. The City shall correct all errors in meter readings and billings .
9. The City will add a penalty to delinquent District sewer rent bills according to the schedule established by the District . In the event that delinquent District sewer rents are not paid according to the rules and regulations of the District, - the County Legislature under the provisions of Section 266 of the County Law of the State of New York, shall levy such delinquent sewer rents and penalties against the properties liable therefore and shall state the amount thereof in a separate column under the name of County Sewer Rents . Such amounts shall be paid over to the Chief Fiscal Officer of the County of Rensselaer according to the relevant provisions of the Tax Law of the State of New York covering the enforcement and collection of unpaid taxes or assessments for special improvements not inconsistent herewith .
- 10 .The term of this agreement shall be for a period of two (2) years commencing as of January 1, 2009 .
- 11 . The District shall pay both the City of Troy and the City of Troy, Department of Public Utilities an annual fee in annual installments as set forth in the following schedule, commencing within 30 days of the execution of this agreement and on March 1st for the remaining year(s) of this agreement .

**Year Department of Public Utilities City of
2009 \$29,484 .00 \$35,672 .00**

2010 \$29,484 .00 \$35,672 .00

12 .In the event payments for these services are received more than thirty (30) days after the due date, the District shall pay a late charge . Said late charge shall be computed at the current prime rate plus one percent (1%) for the first forty-five (45) days after the due date and two percent (2%) over prime for any payments due and owing after forty-five (45) days from the due date . The prime rate shall further be described as the prime rate in effect as of the date of the billings and as it is established or changed from time to time by Citibank (N .Y .S .) N .A . In no event however shall the interest rate charged be less than 5 .5% .

13 .This agreement contains all of the items agreed to by the parties and may be amended or terminated only by its own terms or by written consent of the parties . This agreement may be terminated by either party hereto upon notice to the other party given six (6) months prior to the commencement of the County fiscal year .

IN WITNESSETH WHEREOF, the parties hereto have set their hands and seals this day of 2009 .

APPROVED AS TO FORM :
CITY OF TROY, NEW YORK
BY

CORPORATION COUNSEL
MAYOR

APPROVED AS TO FORM :
COUNTY OF RENSSELAER, NEW YORK
BY

COUNTY ATTORNEY
COUNTY EXECUTIVE

RES. #9

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF REVERTER FOR 6
FREAR AVE. TROY, NEW YORK**

WHEREAS, on the 8th day of April, Dillon Currier submitted a Bid to the City for the purchase of surplus property located at 6 Frear Ave., Troy, New York for a price of \$35,000.00; and

WHEREAS, pursuant to the terms of his Bid, Dillon Currier stated that he would rehab the building, installing new kitchen, baths, plumbing, heating, electrical, flooring, siding, would paint, fix the chimney and redo the landscaping and would then occupy 6 Frear Ave. as his personal residence; and

WHEREAS, pursuant to Ordinance #3 , passed the 5th day of June 2008, the City Council authorized and directed the sale of City owned surplus property by the proposal method; and

WHEREAS, Dillon Currier's bid of \$35,000.00 for the purchase of 6 Frear Ave., was included, among others, within Ordinance #3 ; and

WHEREAS, on the 21st day of July 2008 the City conveyed, by way of Quit Claim Deed, 6 Frear Ave. to Dillon Currier. Said deed included a reverter requiring compliance with the building, housing and fire prevention codes of the City of Troy and the State of new York within six months of the deed conveyance; and

WHEREAS, upon completion of the rehab work and before the issuance of a Certificate of Compliance, Dillon Currier, never having occupied 6 Frear Ave. as his personal residence, secured a contract to sell 6 Frear Ave. for \$175,000.00; and

WHEREAS, on August 26, 2009 the City issued a Certificate of Compliance confirming compliance with the terms of the reverter; and

WHEREAS, Dillon Currier has stated that he had intended to reside at 6 Frear Ave. with his girlfriend, however they have broken up and though he has lived there since early October 2009, he does not wish to make it his personal residence.

NOW THEREFORE, BE IT RESOLVED that the Mayor of the City of Troy is hereby authorized to release the reverter contingency set forth in the original deed to Dillon Currier without restriction, and tender to Dillon Currier a quitclaim deed or other acknowledged written release removing said contingency as a cloud on title.

Resolution ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN: 0

**Troy City Clerk
Sent to the Mayor 12-4-09
Received from the Mayor 12-09-09**

**Executive Action
Approved X Date 12-09-09
Veto Not Endorsed**

**City Clerk _____
Mayor**

RES. # 10

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO NECESSARY
CONTRACTS AND AGREEMENTS TO PURCHASE AND INSTALL A DEHUMIDIFICATION
SYSTEM FOR THE WATER TREATMENT PLANT CHEMICAL
STORAGE AREA**

WHEREAS, the City of Troy has received \$207,400 in funding from the United States Department of

Energy under the Energy Efficiency and Conservation Block Grant for the purposes of reducing municipal energy usage and associated costs; and

WHEREAS, the existing dehumidification system in the City's Water Treatment Plant chemical storage area is obsolete and non-functional; and

WHEREAS, the City desires to install a new dehumidification system, inclusive of wiring, plumbing and duct work, to provide environmentally homeostatic conditions necessary for chemical storage and utilization.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into necessary agreements and contracts to purchase and install the referenced dehumidification system for the Water Plant in an amount not to exceed \$207,400.

Resolution ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN:

Troy City Clerk

Sent to the Mayor 12-4-09

Received from the Mayor 12-09-09

City Clerk _____

Executive Action

Approved X Date 12-09-09

Veto Not Endorsed _____

Mayor _____

RES. #11

RESOLUTION ACCEPTING THE CONGRESS STREET AND FERRY STREET STATE ENVIRONMENTAL QUALITY REVIEW ACT FINDINGS 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 From, 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 3rd 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, and

WHEREAS, pursuant to Article 8 of the State Environmental Quality Review Act and 6 NYCRR part 617 a Findings Statement has been prepared.

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

5. Accepts the Findings Statement as set forth in Exhibit “A” attached hereto and made a part hereof.

6.

Resolution ADOPTED by the following vote:

AYES: 9

NOES: 0

ABSTAIN:

Troy City Clerk

Sent to the Mayor 12-4-09

Received from the Mayor 12-09-09

City Clerk _____

Executive Action

Approved X Date 12-09-09

Veto Not Endorsed

Mayor _____

RES. #12

**RESOLUTION ADOPTING THE CONGRESS STREET AND
FERRY STREET CORRIDOR MASTER PLAN AND ZONING AMENDMENTS**

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 From, 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 3rd 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, and

WHEREAS, pursuant to Resolution # 11 passed December 3, 2009, the City Council accepted the Findings Statement of the Final Environmental Impact Statement

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

7. adopts the Congress Street and Ferry Street Corridor Master Plan and Zoning Amendments which is attached hereto and made a part hereof as Exhibit “A”.

Sent to the Mayor 12-4-09 Approved Date 12-09-09
Received from the Mayor 12-09-09 Veto Not Endorsed
City Clerk _____ Mayor _____

RES.# 13

**RESOLUTION SUPPORTING THE DEDICATION OF HOOSICK STREET AS
KOREAN WAR
VETERANS MEMORIAL HIGHWAY**

WHEREAS, on June 25, 1950, Communist North Korea crossed over the 38th parallel and invaded South Korea with approximately 135,000 troops, thereby initiating the Korean War; and

WHEREAS, the North Koreans were shortly thereafter joined by 300,000 Communist Chinese; and

WHEREAS, from June 25, 1950 to July 27, 1953, American forces, as part of a United Nations action, helped defend South Korea from Communist aggression from North Korea and China; and

WHEREAS, American casualties during the Korean War included 36,940 deaths, 92,134 wounded and 8,176 listed as missing in action or prisoners of war; and

WHEREAS, thanks to the efforts of the American forces, along with other United Nations allies, South Korea was spared from Communist rule and is today a republic with democratic elections; and

WHEREAS, the Korean War is often referred to as the ‘Forgotten War’, however it is important to remember and recognize the contributions and sacrifices the men and women of our armed forces and their families made to uphold the principals of democracy and freedom; and

WHEREAS, this Legislative Body has a long history of remembering and recognizing the members of our armed forces who provided outstanding and courageous service to our country in defense of freedom; and

WHEREAS, this Legislative Body believes appropriate recognition is due those who served during the Korean War, and supports efforts to dedicate Hoosick Street in the City of Troy as Korean War Veterans Memorial Highway; and

NOW THEREFORE BE IT RESOLVED, that this Legislative Body and the citizens of the City of Troy do hereby declare their support for the dedication of Hoosick Street as Korean War Veterans Memorial Highway.

Resolution ADOPTED by the following vote:

AYES: 9
NOES: 0
ABSTAIN: 0

Troy City Clerk
Sent to the Mayor 12-4-09
Received from the Mayor 12-09-09
City Clerk _____

Executive Action
Approved X Date 12-09-09
Veto Not Endorsed
Mayor _____

Meeting Adjourned 8:30 p.m.