

**TROY CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**March 5, 2020**  
**7:00 P.M.**

Pledge of Allegiance  
Good News Commendation  
Roll Call  
Section C-34 – Legislative Response – Council President Mantello  
Vacancy List  
Approval of Minutes  
Presentation of Agenda  
Public Forum

**LOCAL LAWS**

1. A Local Law To Add A Section To The General Law Of The City Of Troy, Authorizing The Creation Of A Community Choice Aggregation Program, And Adopting Certain Provisions To Facilitate Program Implementation (Council Member Cummings, Council President Mantello, Council Member Zalewski) \*\*Pending Finance Meeting, March 5

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**ORDINANCES**

81. (2019) Ordinance Amending The Code Of Troy, Article Ii Chapter 247 Zoning, Section 247-5-7 “Permits” (Council Member Cummings) (At The Request Of The Administration)  
Ordinance Passed 5 Ayes, 0 Nos, 2 Absences (Paratore, Kennedy), October 3, 2019. \*\*Needed Technical Amendment.

13. Ordinance Authorizing And Directing The Reconveyance Of 631 Seventh Avenue (Council President Mantello) (At The Request Of The Administration)

14. Ordinance Authorizing The City To Create A Capital Project And Amending The Capital Projects Fund Budget To Allow Funding For Said Capital Project (Council President Mantello) (At The Request Of The Administration)

19. Ordinance Declaring Certain City Owned Property As Surplus And Directing The Comptroller To Dispose Of Said Property (Council President Mantello) (At The Request Of The Administration)

15. Ordinance Authorizing And Directing Sales By The Proposal Sale Method Of City-Owned Real Property (Council President Mantello) (At The Request Of The Administration)

17. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

20. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, March 5

21. Ordinance Amending The Code Of The City Of Troy: Chapter 270, "Vehicles And Traffic", Section 270-13, "Stopping, Standing And Parking Restrictions"; And Section 270-26, "Schedule Of Penalties For Traffic Offenses" (Council Member Ashe-McPherson) \*\*Pending Finance Meeting, March 5

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## **RESOLUTIONS**

91. (2019) Authorizing The Implementation, And Funding In The First Instance 100% Of The Federal-Aid And State "Marchiselli" Program-Aid Eligible Costs, Of A Transportation Federal-Aid Project, And Appropriating Funds Therefor (Council President Mantello) (At The Request Of The Administration)

Resolution passed 6 ayes, 0 nos, 1 absence (Kennedy), December 5, 2019. \*\*Needed technical amendment.

25. Resolution Authorizing The Mayor To Enter Into A Lease Agreement Based On The Terms Provided With Knickerbacker Memorial Playgrounds Association For The Purpose Of The Maintaining Private Land Dedicated As Public Park (Council Member Gulli) (At The Request Of The Administration)

26. Resolution Appointing A Commissioner Of Deeds For The City Of Troy (Council President Mantello)

27. Resolution Amending Chapter 79, Article II, Of The Code Of The City Of Troy (Council President Mantello)

28. Resolution Confirming Justin R. Nadeau's Appointment As Chairperson Of The Troy Industrial Development Authority (Council President Mantello) (At The Request Of The Administration)

29. Resolution Recognizing March 2020 As Women's History Month In The City Of Troy (Council President Mantello, Council Member Zalewski, Council Member Steele, Council Member Ashe-McPherson, Council Member McDermott)

30. Resolution Recognizing March 2020 As Developmental Disabilities Awareness Month In The City Of Troy (Council President Mantello, Council Member Zalewski, Council Member Steele, Council Member Ashe-McPherson, Council Member McDermott)

31. Resolution Adopting Community Choice Aggregation Program Education And Outreach Plan And Customer Opt-Out Letter (Council Member Cummings, Council President Mantello, Council Member Zalewski) \*\*Pending Finance Meeting, March 5

32. Resolution Of The City Of Troy, New York Authorizing The Negotiation, Execution And Delivery Of Lease/Purchase Agreements To Finance The Purchase Of Apparatus For Fighting Fires, Including But Not Limited To Fire Fighters' Turnout Gear (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, March 5

33. Resolution Amending Resolution #72 Of 2019 (Council President Mantello, Council Member Zalewski) (At The Request Of The Administration) \*\*Pending Finance Meeting, March 5

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**A LOCAL LAW TO ADD A SECTION TO THE GENERAL LAW OF THE CITY OF  
TROY, AUTHORIZING THE CREATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM, AND ADOPTING CERTAIN PROVISIONS TO  
FACILITATE PROGRAM IMPLEMENTATION.**

Be it enacted by the City Council of the City of Troy as follows:

**Section 1. Purpose and Intent**

It is the intent of the City of Troy to establish a Community Choice Aggregation (“CCA”) Program to aggregate the energy supply needs of residents [and small commercial customers], and to negotiate and enter into, or authorize its agent to negotiate and enter into, Energy Supply Agreements (“ESAs”) with Energy Service Companies (“ESCOs”) on behalf of eligible citizens to obtain stable, lower-cost energy prices, as well as environmental benefits and/or a community-based solution to meeting our collective energy needs. The purpose of this Local Law is two-fold: to establish a CCA Program in the City of Troy and to adopt certain provisions relating to the creation and implementation of the CCA Program.

**Section 2. Findings**

- A. New York State’s energy industry is in the midst of a significant transition; a shift away from the old top-down, utility-centered model toward a cleaner, more affordable, more resilient system in which consumers and communities will have a substantial role to play. The State’s ongoing Reforming the Energy Vision (“REV”) initiative emphasizes the importance of reliability and grid-resilience, distributed energy resources, increased renewable generation, and greater opportunity for citizens to take an active role in helping the State reach its energy goals and in making more informed energy choices in their homes, businesses and communities.
- B. As part of this REV initiative, the New York State Public Service Commission (“NYSPSC”), on April 21, 2016, adopted an Order authorizing cities, towns and villages within the State to create Community Choice Aggregation Programs, by themselves or in concert with other municipalities (hereinafter “NYSPSC Order Authorizing CCAs”), and/or to retain a CCA Administrator to implement the program and negotiate ESAs.
- C. CCA Programs allow communities to take control of their energy supply through an open, transparent and competitive electric and/or gas supply procurement process driven by the consumers themselves.
- D. A successful CCA Program offers citizens cost savings, more stable energy prices, deterrence of deceptive marketing practices by unscrupulous ESCOs, fair contracts negotiated directly with energy suppliers, and/or the opportunity to pursue goals and initiatives important to the community, such as reliability, grid resiliency, supporting renewable energy generation, cutting greenhouse gas emissions, protecting the State’s natural resources, and improving energy efficiency.

- E. The City of Troy has explored the CCA policy and background, and believes it would provide numerous benefits in this community, enhancing the public welfare and making energy more affordable and costs more predictable for our residents.
- F. Therefore, the City of Troy authorizes the creation of an opt-out CCA Program pursuant to rules of the NYSPSC in this community for the provision of electric and/or natural gas supply service, as well as other high priority energy related value-added services as may be determined to meet the community's goals.

### **Section 3. Authority**

The NYSPSC Order Authorizing CCAs expressly empowers cities, towns and villages in this state to create CCA Programs. Further, the New York Municipal Home Rule Law, Article 2, Section 10, authorizes a municipality to adopt general laws relating to its property, affairs and government, the protection and enhancement of its physical and visual environment, the protection and well-being of persons within the municipality, and for other authorized purposes.

### **Section 4. Definitions**

**AUTOMATICALLY ELIGIBLE CUSTOMERS:** shall mean customers' accounts in those utility service classes eligible for inclusion in the CCA Program on an opt-out basis, as set forth in the NYSPSC Order Authorizing CCAs, Appendix C, or as otherwise specified by the Commission. Generally, these classes of customers include those receiving residential electric or gas supply service, including those in multi-family housing, certain types of institutions, and some small commercial customers covered by "small general service" class designations. Automatically Eligible Customers shall not include customers' accounts that have already been enrolled in service through an ESCO, enrolled in utility programs which require them to take supply service from their current utility, or that have a block on their utility account at the time of CCA formation<sup>1</sup>; those customers' accounts shall be eligible to participate on an opt-in basis, if they so desire.

**ELIGIBLE CUSTOMERS:** shall mean all automatically eligible customers plus those utility customers eligible for inclusion in the CCA Program on an opt-in basis, as set forth in the NYSPSC Order Authorizing CCAs or otherwise authorized by the Commission. Those customers eligible to participate in the CCA Program on an opt-in basis currently include: those customers already enrolled in service through an ESCO at the time of CCA formation, customers in large commercial, institutional, or industrial utility service classes that cannot be automatically enrolled in the CCA on an opt-out basis, and all other customers not considered "automatically eligible customers." References to the broader class of "eligible customers" shall signify the entire pool of customers participating in the aggregation, either because they have been

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<sup>1</sup> Except Assistance Program Participants ("APPs"), customers enrolled in utility low-income assistance programs who may have blocks on their accounts with their existing utility, but who may still be eligible to participate.

automatically enrolled on an opt-out basis, or because they have affirmatively opted in.

**CCA ADMINISTRATOR:** An agent of the municipality charged with overseeing creation, implementation and operation of a CCA Program, as well as competitively procuring and negotiating Energy Supply Agreements with ESCOs. The CCA Administrator shall be retained by the municipality via a separate CCA Administration Agreement, adopted by Resolution of the municipality's governing board.

**COMMUNITY CHOICE AGGREGATION (CCA)/CCA PROGRAM:** A Program authorized by the New York State Public Service Commission (NYSPSC) to aggregate residential and commercial electric and/or natural gas supply and/or energy related value-added products and services within a given municipality, and/or among multiple municipalities, in order to leverage that energy demand to negotiate favorable Energy Supply Agreements directly with ESCOs. Customers within a CCA Program would no longer purchase their energy supply directly from their utility. However, the utility would continue to deliver energy to these customers, to charge for that delivery, and will retain its transmission and distribution network. The energy supply portion of a customer's energy service is provided by an ESCO or ESCOs, pursuant to an Energy Supply Agreement competitively procured and negotiated for the CCA Program at large, then delivered to customers via the local utility.

**ENERGY SUPPLY AGREEMENT (ESA):** An agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price. For purposes of this Local Law, the CCA Administrator would conduct a competitive procurement on behalf of all eligible customers, and would enter into an Energy Service Agreement(s) with an ESCO to provide power to all such customers in the community.

**ENERGY SERVICES COMPANY (ESCO):** A third-party energy supplier eligible to sell electricity, natural gas and/or energy related value-added services to customers in New York State, utilizing the transmission and distribution systems of existing utilities. ESCOs are regulated by the New York State Department of Public Service and the New York State Public Service Commission, and must comply with the New York State Public Service Law.

**MUNICIPALITY:** Reference to these terms throughout this Local Law indicate the City of Troy, unless otherwise noted.

**UTILITY:** This term refers to traditional electric and/or natural gas utilities regulated by the New York State Department of Public Service and the New York State Public Service Commission and permitted to provide electric and/or gas supply, transmission and distribution services to all customers within their designated service territory. For purposes of this Local Law, the term Utility will refer to NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID.

## **Section 5. Establishing Community Choice Aggregation**

City of Troy hereby establishes a CCA Program for aggregation of electric and/or natural gas supply to serve all eligible customers in its jurisdiction. All automatically eligible customers shall be included in the CCA Program on an opt-out basis, and shall be afforded the opportunity to opt-out of the CCA Program, within a specified period, at no cost. All customers who are not automatically eligible to be included in the CCA Program on an opt-out basis shall be permitted to affirmatively opt into the program in accordance with the terms of the ESA and/or the NYS PSC Order Authorizing CCAs.

## **Section 6. Community Choice Aggregation Oversight Board established.**

There is hereby created a City of Troy Community Choice Aggregation Oversight Board (hereinafter referred to as the "CCA Oversight Board") for the purposes of overseeing the CCA program and general implementation.

### **Part A Scope of Authority and Duties of CCA Oversight Board.**

CCA Oversight board shall:

1. Review and approve the selection of the CCA Administrator, the implementation plan, the education and outreach plan, selection of the ESCO, any and all contracts and supplemental changes to any contracts and plans as provided in this chapter.
2. Receive timely notices of all proposed actions, plans, changes, and updates relating to the CCA Program.
3. Together with the CCA Administrator create and follow a Customer Data Protection Plan.
4. Meet at a minimum of quarterly to receive an update on the CCA from the CCA administrator and report back to the City Council and the Mayor.
5. Perform general oversight of the CCA program and public outreach of the CCA program and the CCA administrator.
6. The board must submit a report 6 months after the initial implementation of the program and thereafter annually to the City Council and Mayor.

### **Part B Membership of the CCA Oversight Board.**

1. The membership of the CCA Oversight Board shall consist of five (5) members comprised of: Two (2) Members of the City Council selected by the President and President Pro Tem, the Chair of the Joint Task force on Sustainability and Climate Smart Practices in Community Planning or his or her designee, the Commissioner of Planning and Economic Development or his or her designee, and a Mayoral appointee who is a resident of the City of Troy.
2. The Chairperson of this committee shall be chosen amongst the membership by a majority vote.

## **Section 7. Provisions for Implementing CCA Program**

### ***Part A. Implementation Plan***

1. The City of Troy, with support from its CCA Administrator, will create and follow a CCA Implementation Plan which shall outline the details of how the CCA Program will be created and operated, including how public outreach and education will occur, what rules will apply to the Program, how the procurement process will be implemented, how energy contracts will be selected, and how responsibilities will be divided amongst CCA Administrator, municipality, and eligible customers.
2. In accordance with the NYSPSC Order Authorizing CCAs, the CCA Implementation Plan will be reviewed and approved by the Public Service Commission. Such review may involve NYSPSC approval of a generic CCA Implementation Plan, with the understanding that community-specific Appendices would be submitted later and would outline appropriately tailored local education and outreach efforts.
3. Where a generic CCA Implementation Plan will be used, the City of Troy and the CCA Administrator will make community-specific revisions to the Plan's Appendices to ensure the Plan is properly tailored to the needs of the City of Troy's residents. Therefore, prior to or in conjunction with the enactment of this Local Law, and thereafter from time to time, the City of Troy, with support from the CCA Administrator, will create and update a CCA Program Opt-Out Letter, as well as an Education and Outreach Plan, as provided in the Implementation Plan Appendix for this community.
4. The City of Troy Opt-Out Letter and Education and Outreach Plan shall conform to those requirements for public outreach, education, and opt-out procedures set forth in the NYSPSC Order Authorizing CCAs, and in any other applicable laws or regulations, and shall ensure that the City of Troy and its CCA Administrator engage in a robust effort to educate and inform the community about the CCA Program and their options for participating or opting out.
5. Opt-out letters will be provided to all automatically eligible customers no less than 30 days prior to the time at which those customers would be automatically enrolled in the CCA Program. The letters will be printed on the City of Troy letterhead, in official City of Troy envelopes. The logo of the CCA Administrator and selected ESCO may also be included on these letters, so long as it is clear that the letter is official correspondence from the City of Troy.

### ***Part B. Public Outreach and Education***

1. The City of Troy, together with its CCA Administrator, will provide public notices, presentations, information sheets, and other forms of outreach, as outlined in the Appendix of the Implementation Plan, to ensure residents are informed about the CCA Program and their options for participating or opting out.
2. Once the CCA Program is operating, the City of Troy and its CCA Administrator will continue to engage in public outreach to keep CCA customers informed about any changes to the CCA Program; opportunities for new products or services available through the CCA Program, such as renewable energy buying options; important terms and durations of ESAs; information about the selected ESCOs; and any other matters related to the CCA Program.

***Part C. Customers Moving into or out of the Community After CCA Adoption***

Residents and small commercial customers who establish utility accounts in this community after the effective date of this Local Law shall be afforded the opportunity to join the CCA Program within a reasonable time after their utility account is established, in accordance with contractual agreements between the CCA Administrator any ESCO(s) providing service to the Program.

***Part D. Customer Data Protection***

The City of Troy, or its CCA Administrator, will create and follow a Customer Data Protection Plan which ensures that any confidential or sensitive personal customer information provided by the utility to the City of Troy, its CCA Administrator, and/or the selected ESCO(s), will be given all privacy protections required by law and regulation, and protected from unauthorized release or use to the greatest extent possible. This Customer Data Protection Plan will ensure that the CCA Program and any selected ESCO(s) handle all confidential or sensitive customer data in keeping those customer data protections already afforded by Utility prior to the enactment of this Local Law.

This Plan will also ensure that CCA customer data, such as contact information, is not used for inappropriate purposes, such as solicitation of business unrelated to the CCA Program, its goals and objectives.

**Section 8. CCA Administrator**

***Part A. CCA Administration Agreement***

The City of Troy will enter into a CCA Administration Agreement with its CCA Administrator. Such agreement will set forth the various rights and responsibilities of the parties, and will govern the manner in which the CCA Program is run. This Agreement shall also authorize the CCA Administrator to act as the City of Troy's agent for the purpose of procuring energy supply or other energy related value-added services for CCA Program eligible customers.

***Part B. Customer Service, Complaints***

The CCA Administrator will provide the City of Troy with clear, up-to-date contact information for customer questions, concerns or complaints. The CCA Administrator shall, from time to time, and/or at the request of the Troy City Council, report to the City of Troy regarding customer service matters.

### **Section 9. Compliance with Public Service Law and Regulations**

In accordance with the NYSPSC Order Authorizing CCAs, it shall be the responsibility of the City of Troy, supported by any CCA Administrator that may be under contract, to ensure the CCA Program is operated in compliance with all applicable provisions of the New York State Public Service Law, regulations of the New York State Public Service Commission and/or the New York State Department of Public Service, the Uniform Business Practices (to the extent applicable), the NYSPSC Order Authorizing CCAs and any other relevant laws or regulations. This provision applies regardless of whether a CCA Administrator is retained to organize and implement the City of Troy's CCA Program. This shall include, but not be limited to, compliance with any reporting requirements related to the CCA Program.

### **Section 10. Review and/or Dissolution of the CCA Program**

- A. The City of Troy will, from time to time, review the CCA Program and its progress to determine how the program is faring, confirm it is affording benefits to the community, and provide information to the public thereon.
- B. As the expiration of its ESA(s) approaches, or in the event an ESCO provides notice of its intention to terminate an ESA (where authorized by the terms of that ESA), the City of Troy may consider whether it wishes to discontinue the CCA Program. Dissolution of the CCA Program will require (1) enactment of a Local Law amending or repealing this Local Law, (2) lawful termination of ESAs in accordance with their terms, (3) lawful termination of the CCA Administration Agreement, in accordance with its terms, and (4) at least 60 days' notice to customers that their energy services will be automatically returned to Utility, an effective date upon which such a change would occur, and information on what other options may be available to those customers, if applicable.

### **Section 11. Conflicts**

In the event the New York State Public Service Commission, the State Legislature, or other State agency, enacts laws or regulations regarding the operation of CCAs which are in conflict with this Local Law, the state provisions shall govern.

### **Section 12. Liability**

Nothing in this Local Law shall be read to create liability on the part of the City related to the provision of electric and/or natural gas service to customers. The ESCO selected to provide

such service will be ultimately responsible for compliance with all applicable laws, rules and regulations governing retail energy services, and will assume any liability stemming from the provision of such service to retail customers, including any potential liability associated with the service itself, customer data and information, and any other matters which would traditionally fall under the purview of a merchant utility providing the same service to customers prior to the formation of the CCA. This Local Law is meant merely to facilitate the creation of an aggregation program in this community. The City will not assume the role of ESCO or utility in the sale or delivery of energy services.

### **Section 13. Severability**

Each provision of this Law is severable from the others, so that if any provision is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from this Law, which shall nonetheless remain in full force and effect.

### **Section 14. Effective Date**

This Local Law shall take effect upon the filing with the Secretary of State.

Approved as to form, March 5, 2020

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*James A. Caruso, Esq.*, Corporation Counsel



TO: City Council and Mayor Madden

FROM: Mara Drogan, City Clerk

DATE: February 28, 2020

RE: Ord. 81 (2019)

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Ordinance 81 was passed last October to update Chapter 247 of the City Code, including changing "City Clerk" to "Commissioner of General Services" throughout. When I was reviewing the changes in eCode, I noticed that the very last "City Clerk" had not been changed. It is the last sentence of the ordinance and will need to be amended.

81. (2019) Ordinance Amending The Code Of Troy, Article li Chapter 247 Zoning, Section 247-5-7 "Permits" (Council Member Cummings) (At The Request Of The Administration)  
Ordinance Passed 5 Ayes, 0 Nos, 2 Absences (Paratore, Kennedy), October 3, 2019. \*\*Needs Technical Amendment.

**ORDINANCE AMENDING THE CODE OF TROY, ARTICLE II  
CHAPTER 247 ZONING, SECTION 247-5-7 "PERMITS"**

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

**SECTION 1:** §C-247-5-7 of the Code of Troy is amended to read as follow with new matter in red:

Article II Private Collection

§ 247-5 Permits.

[Amended 10-2-2003 by L.L. No. 4-2003; 11-29-2018 by Ord. No. 102]

No person, firm or corporation, public or private, shall engage in the business of removing solid wastes of any kind from any building, premises, street or public place in the City, unless he, she or it shall first have applied to and obtained from the ~~City Clerk of the City~~ Commissioner of General Services a solid waste collection permit to do so and shall have agreed to conform to the regulations established by this article and any other rules or regulations that may be promulgated by the Rensselaer County Department of Health or the Department of ~~Public Works~~ General Services of said City concerning the removal of solid wastes. All permits under this section shall expire on the 31st day of December. Said permit shall be nontransferable. A single hauling company, corporation, business or organization ~~need only~~ is required to hold one permit per vehicle every year. A magnetic permit, displaying the permit number and license plate number must be visibly displayed at all times, on the exterior of each transport vehicle travelling within the city limits.

§ 247-6 Applications.

[Amended 11-29-2018 by Ord. No. 102]

Application for such permit shall be upon forms supplied by the ~~City Clerk~~ Commissioner of General Services. At the time of making such application, the applicant must furnish to the ~~City Clerk~~ Commissioner of General Services a schedule of intended pickup days on the various highways, streets and roads within the City, the schedule of rates and charges to be paid by the respective customers, together with a list of vehicles to be used by the applicant and the license numbers thereof and a list of locations, with a contact, to which the material picked up within the City will be brought.

~~Additionally, the applicant must fill out quarterly volume reports broken down by the type of material picked up. These volume reports will be provided at the time of the application.~~

§ 247-7 Conditions for issuance of permits.

[Amended 11-29-2018 by Ord. No. 102]

A.

For an applicant to be issued a permit for his/her vehicle for the collection and transportation of compost, food waste, garbage, recyclables, rubbish, sewage solids, solid waste, and dead animals within the City, the vehicle shall be enclosed and watertight. For an applicant to be

issued a permit for his/her vehicle for the collection and transportation of all other solid wastes within the City, the vehicle shall be enclosed and provided with a cover to completely cover the solid wastes.

**B.**

A solid waste collection permit shall be accompanied by a fee of between \$200-\$250 per vehicle, payable to the City of Troy.

**PROPOSED AS FOLLOWS:**

Submit this form and appropriate tiered payment for your annual hauler permit fee

\$200 if you are a small business with only one hauling vehicle

\$250 per truck if your business has between 2-10 trucks

\$225 per truck if your business has between 11-25 trucks

\$200 per truck if your business has over 26 trucks

**C.**

A solid waste collection permit may only be issued after the approval of the application by the Commissioner of General Services.

**D.**

The vehicles used by collectors and the routes of collection shall be subject to inspection and reasonable visitation by the Commissioner or duly accredited and authorized agents of the City.

**E.**

The applicant shall be required to have a copy of the permit within each vehicle operating in the City and be able to confirm there is a payment permit on file with the City Clerk's office Commissioner of General Services.

**F.**

All permit holders will be required to fill out quarterly collection reports and file them with the Commissioner of General Services. These reports include types of materials collected, weight/volume of material collected, and location where the material is disposed of each quarter. If the reports are not filed within 30 days of the end of the prior quarter, the permit will be revoked. The permit can be reinstated if the agency provides the required data. A new permit will not be issued the following year until the agency becomes compliant with data reports.

**G.**

The applicant shall file with his/her application a certificate or affidavit of insurance, executed by representatives of a duly qualified insurance company, evidencing that said insurance company has issued liability and property damage insurance policies covering the following:

All operations of the applicant or any other person, firm or corporation employed by him/her in solid waste collection within the corporate limits of the City.

~~The disposal of such solid waste to and within the designated and approved treatment and/or disposal facility.~~

Protecting the public and any person from injuries or damages sustained by reason of carrying on the work of solid waste collection and disposal.

Recommendation per all parties is to include insurance as required per standard language in city-issued contracts as follows:

- Applicants and permittees must carry insurance as outlined below which identifies the City of Troy as an additional named insured. Applicants and permittees shall keep and hold harmless the City, its agents and employees for any and all claims, damages and liability of any kind whatsoever relative to the operations covered by the permit.
- Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
- Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (If applicable).
- Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
- Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

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

- The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Commissioner of General Services.
- The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Commissioner of General Services is given sixty (60) days written notice to the contrary.

No work shall be commenced under the permit until the applicant has delivered to the Commissioner of General Services proof of issuance of all policies of insurance required by the permit. If at any time, any of said policies shall be or become unsatisfactory to the City, the applicant shall promptly obtain a new policy and submit proof of insurance of the same to the Commissioner of General Services for approval. Upon failure of the applicant to furnish, deliver and maintain such insurance as above provided, this permit may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the applicant to procure and maintain any required insurance shall not relieve the applicant from any liability under the permit, nor shall the insurance requirements be constructed to conflict with the obligations of the applicant concerning indemnification.

#### H.

A permit may be refused or revoked if the applicant shall have been convicted of a misdemeanor or felony which in the judgment of the Commissioner renders the applicant an

unfit or undesirable person or if the applicant shall fail to meet and/or demonstrate the ability to meet the requirements of this article to the satisfaction of the Commissioner, and from such a determination such permit may be refused or revoked by the ~~City Clerk~~ Commissioner of General Services.

Approved as to form, September 19, 2019.

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James A. Caruso, Corporation Counsel

**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF  
631 SEVENTH AVENUE**

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

- Section 1.** Pursuant to 11 U.S.C. Section 548, the Adversary Complaint of Andrea E. Celli dated July 29, 2019 seeks avoidance of the transfer of the Debtor, Lynn M.Purcell, real property at 631 Seventh Avenue and identified as Tax Map No. 80.48.-10-11.
- Section 2.** The City, being agreeable to entry of an Order allowing a deed to the Real Property to be held in escrow to provide the debtor to pay the prepetition property tax arrearage through the Debtor's Chapter 13 plan and regain title to the Real Property.
- Section 3.** The City Council hereby authorizes the City to adhere to the terms of the Stipulation Order from the U.S. Bankruptcy Court, Northern District of New York, attached hereto and made a part hereof
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, February 20, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

## MEMORANDUM IN SUPPORT

In 2019, the City of Troy, following proper procedure under New York State law, took title to the property located at 631 Seventh Avenue, Troy, New York, in a tax foreclosure proceeding. Subsequently, the former owner of the property (the "Debtor") filed for protection under Chapter 13 of the Bankruptcy Law. The Standing Chapter 13 Trustee in Bankruptcy eventually commenced an "Adversary Proceeding" against the City of Troy seeking the return of the subject property to the Bankrupt Estate on the ground that the City had obtained title to the same without paying fair value.

Facing the very real possibility that the City of Troy would be compelled by an Order of the Bankruptcy Court to return the subject property to the Bankrupt Estate, outside Bankruptcy counsel for the City negotiated an agreement wherein the property would be conveyed back to the Debtor, Lynn M. Purcell, but that Deed to the subject property would be held in escrow by the Chapter 13 Trustee. This agreement is specifically conditioned upon the Debtor's payment of all taxes, assessments, and charges (including water and trash/recycling bills), due through December 31, 2019, plus interest at the 36% statutory interest rate, and \$1,200 in attorney's fees, through the Chapter 13 Payment Plan. In addition to all of the aforesaid amounts, the Debtor is also required to pay all post-petition taxes, assessments and charges, including water bills and trash/recycling fees, in full, with interest, and to purchase and maintain liability and fire insurance on the subject premises. This agreement was memorialized in a "Stipulated Order Resolving Adversary Proceeding", dated January 22, 2020, a copy of which is attached hereto and made a part hereof.

In the event that the Debtor fails to obtain confirmation of her Chapter 13 plan or defaults on payments to the Trustee under the plan, or "outside" of the Chapter 13 Plan, or fails to obtain the aforementioned insurance on the subject premises, and then fails to cure any said default within fifteen (15) days after written notice of said default, the Deed being held in escrow by the Trustee in Bankruptcy will be given back to the City of Troy.

This negotiated agreement offers the City of Troy the best possible outcome under these circumstances.

**ORDINANCE AUTHORIZING THE CITY TO CREATE A CAPITAL PROJECT AND  
AMENDING THE CAPITAL PROJECTS FUND BUDGET TO ALLOW FUNDING FOR  
SAID CAPITAL PROJECT**

---

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

**Section 1.** The establishment of a Capital project entitled “CHIPS Street Paving Program”

**Section 2.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**2020 Budget Amendments – CHIPS Street Paving Program**

which is attached hereto and made a part hereof

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

Approved as to form February 20, 2020

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James A. Caruso, Corporation Counsel

**MEMO IN SUPPORT**

Annually the City of Troy has a street paving program funded through the New York State CHIPS Program (Consolidated Local Street and Highway Improvement Program) via the City's General Fund.

The funding at this time is established at the 2020 current year appropriation. At a later date the amount will be amended with an increase with the final amount rolled over from prior years.

Moving forward this will be the capital project for all CHIPS related street paving that will be amended on an annual basis for the purpose of the current year appropriation only.

# Schedule A

ORD14

## 2020 Budget Amendments – CHIPS Street Paving Program

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
<b>Revenues</b>					
CHIPS Street Paving Program	H.5000.3501.0670.0000	State Aid	0.00	<u>1,103,935.46</u>	1,103,935.46
<b>Total Capital Projects Fund Budget Revenue Increase</b>				<u><b>1,103,935.46</b></u>	
<b>Expenditures</b>					
CHIPS Street Paving Program	H.5197.0200.0670.0000	Equipment & Capital Outlay	0.00	<u>1,103,935.46</u>	1,103,935.46
<b>Total Capital Projects Fund Budget Expenditure Increase</b>				<u><b>1,103,935.46</b></u>	
<b>Net Impact On Capital Projects Fund</b>				<u><u><b>0.00</b></u></u>	

\* Or as previously amended



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**RONALD L. EPSTEIN**  
Executive Deputy Commissioner  
Chief Financial Officer

January 14, 2020

MONICA KURZEJESKI  
Deputy Mayor  
CITY OF TROY  
433 RIVER ST  
TROY NY 12180

Dear Ms. Kurzejeski:

The next SFY 2019-20 CHIPS, PAVE NY, and EWR reimbursements are scheduled to be made on March 16, 2020. Please refer to the June 2019 Program Guidelines on the CHIPS website ([www.dot.ny.gov/programs/chips](http://www.dot.ny.gov/programs/chips)) regarding eligible project activities and program requirements. Requests for the March payments must be for expenditures made on or after September 16, 2018 through February 3, 2020.

The City of Troy has the following funding amounts available for the March payments:

Program	Total Balance	19-20 Apportionment	Cumulative Rollover Balance
CHIPS	\$1,969,932.32	\$956,374.34	\$1,013,557.98
PAVE NY	\$147,561.12	\$147,561.12	\$0.00
EWR	\$0.00	\$0.00	\$0.00

The submissions for the CHIPS, PAVE NY, and EWR reimbursements require supporting documentation for each project, including proof of payment and photos of ADA-compliant curb ramps. Failure to submit the required documentation may delay the processing of your reimbursement requests.

The instructions for applying under the March 16, 2020 CHIPS reimbursements are included on the back of this letter, while the instructions for the PAVE NY and EWR reimbursements are available as links under Forms on the CHIPS website. In order to ensure timely reimbursement, the NYSDOT Regional Office listed below must receive the original signed payment requests and supporting documentation for each project no later than **February 13, 2020**.

Please be sure to sign the certification on each page of the reimbursement request forms, photocopy the completed forms for your files, and **mail the original request forms and all supporting documentation to:**

Pete Rea  
NYSDOT Regional CHIPS Representative  
New York State Department of Transportation  
50 Wolf Road, Suite 1S50  
Albany, NY 12232

Your NYSDOT municipal code for entry on the forms is 142057. If you have any questions, please contact Pete Rea at 518-485-0991.

Respectfully yours,

A handwritten signature in cursive script that reads "Peter J. Ryan".

Peter J. Ryan  
Director  
Local Programs Bureau

**ORDINANCE DECLARING CERTAIN CITY OWNED PROPERTY AS SURPLUS AND  
DIRECTING THE COMPTROLLER TO DISPOSE OF SAID PROPERTY**

---

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

- Section 1.** Pursuant to §C-41 (B) (8) of the City Charter, the items of City owned property, described in the attached memorandum is herein declared to be surplus and the City Purchasing Agent or a designee, is hereby authorized and directed to sell said property.
- Section 2.** The said property shall be sold “as is” for the highest bid price and on such additional terms and conditions as shall be set by the City Comptroller.
- Section 3.** If no bidder or bidders are interested in said property, the City Comptroller is hereby authorized to dispose of such item.
- Section 4.** This ordinance shall take effect immediately.

Approved as to form, February 20, 2020

---

*James A. Caruso Esq.*, Corporation Counsel



Sharon Martin, IAO  
City Assessor

ASSESSORS' OFFICE

Phone (518) 279-7127  
(518) 279-7126

February 13, 2020

Re: Portion of Carlyle Ave

Council Members,

During November of 2019, the previous Council approved a portion of Carlyle Ave to be surplus which allowed the property to be sold.

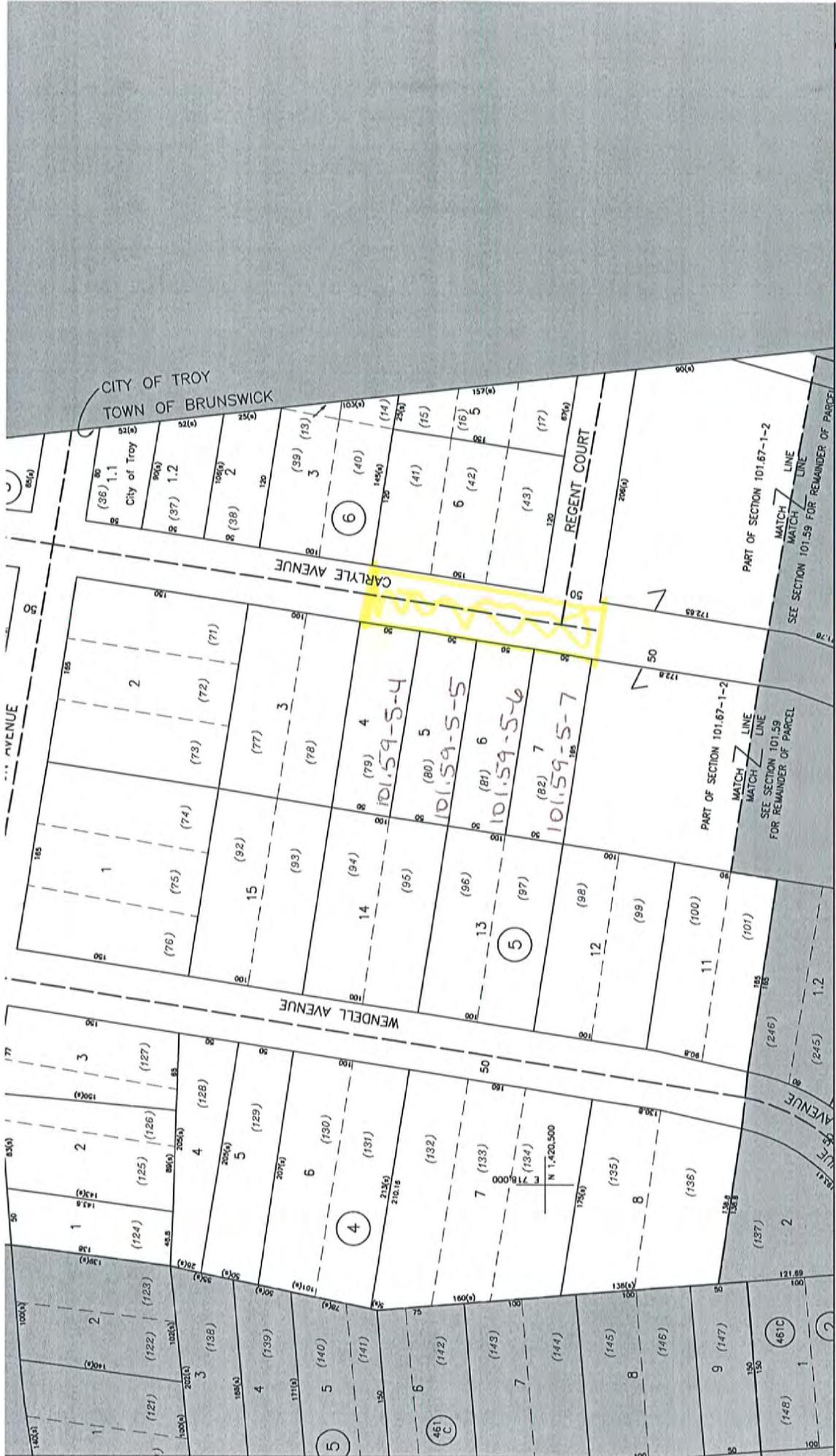
Incorporated with the January bidding, a Proposal was received for a different portion of Carlyle Ave which had **not** been declared surplus. I am requesting approval to declare the portion of Carlyle Ave which borders tax map numbers 101.59-5-4 through 7 to be declared surplus so the City can sell the property to the adjoining land owner. I have verified with Chris Brazen from DPW there is not any infrastructure under the portion of the street desired.

Please see the supporting documentation attached for clarification.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Martin, IAO".

Sharon Martin, IAO  
City Assessor





1011

SLAKE AV

38  
10116-10-11

40 10159-6-12 10116-10-5

38 10159-6-2 10116-10-4

10116-10-12

10116-10-2  
235

10116-10-3  
239

10116-9-1

10116-8-24

10159-6-3

10159-6-6

34

10167-2-1

20

CARLYLE AV

10159-5-2

10159-5-3

1

10159-5-4

10159-5-5

10159-5-6

10159-5-7

10167-1-2

10159-5-1

10259-5-15

104  
10159-5-14

10859-5-13

100159-5-12

159-5-11

4-12

**Sharon.Martin**

---

**From:** Chris.Brazee  
**Sent:** Thursday, February 13, 2020 1:45 PM  
**To:** Sharon.Martin  
**Cc:** Chris.Wheland  
**Subject:** RE: Portion of Carlyle  
**Attachments:** Carlyle Ave\_20200213.pdf

Sharon,

I have no record of any public utilities in that area of Carlyle Avenue. Our records indicate the water main in Carlyle Ave just north of that area at the hydrant, and the sewer main ends a bit north of that.

Let me know if you need additional information.

Chris

-----Original Message-----

**From:** Sharon.Martin  
**Sent:** Thursday, February 13, 2020 1:08 PM  
**To:** Chris.Brazee  
**Subject:** Portion of Carlyle

Hi Chris,

I have another inquiry to purchase the portion of Carlyle Ave that joins tax map numbers 101.59-5-4, 5, 6 & 7. I'm checking to verify if there is any infrastructure beneath that portion of the paper street which would prohibit us from selling it?

Thanks so much for your assistance.

Thank you,

Sharon L. Martin, IAO  
City Assessor  
433 River Street  
Troy, NY 12180  
(518)279-7125

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY  
THE PROPOSAL 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 proposal sale on the hereinafter described properties as outlined below.

**Section 2.** The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums 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 purchasers, purchase prices and terms and conditions of sales are as follows:

Tax Map #	Location	AV	Class Code	Class Description	Bidder's Name	Bid
80.63-7-24	492 Second Ave	\$86,000	210	1 Family	Diamond Ackerman	\$750.00
80.72-11-12	413 Seventh Ave	\$80,000	210	1 Family	Kirk Edwards & Micardo Edwards	\$2,500.00
90.71-8-8	403 Ninth St	\$20,000	220	2 Family	Farmell Miller-Hall	\$500.00
101.22-3-14	2619 Sixth Ave	\$40,000	220	2 Family	John Mulinio	\$500.00
101.22-3-21	74 Jay St	\$4,500	311	Vacant Land	John Mulinio	\$50.00
101.67-4-5	South Lake Ave	\$28,000	311	Vacant Land	Joseph Plouffe	\$100.00
112.22-4-19.1	St Vincents Ave	\$27,500	311	Vacant Land	Michael Yeomans	\$3,100.00
112.23-2-2	Linden Ave	\$23,000	311	Vacant Land	Scott Townsend	\$200.00
112.45-13-5	65 Mann Ave	\$16,000	311	Vacant Land	Dara Silbermann	\$100.00
112.45-18-2	84 Lincoln Ave	\$95,000	210	1 Family	Melvin Jackson Jr	\$500.00
None	A portion of Carlyle Avenue		311	Vacant Land	Carl Cacciotti	\$2,000.00

**TERMS AND CONDITIONS: Properties will be conveyed** to the prospective purchasers by **Quit Claim Deed** and be subject to any easement or restriction of record. Further;

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.** This Ordinance shall take effect immediately.

Approved as to form, February 20, 2020

James A. Caruso Esq., Corporation Counsel

# PROPOSAL

Tax Map # 80-63-7-24

Property Location 492 Second Ave

Present Number of Units 1

Owner Occupancy yes  Residential

Proposed Number of Units 1

no  Commercial

## 1. Description of Proposed Use

I plan to use this house as a home for my family to live in.

## 2. Proposed Improvements

a) List of proposed improvements.

I plan on doing the Bathroom, Kitchen over. As well as placing down new floor. Putting in new windows and fixing anything that need repair.

b) Estimated cost of each improvement.

Repair for Bathroom = \$4,000. Kitchen = 4,000. Flooring = \$2,500. Windows \$1,500. money set aside to repair anything else = 7,500.

c) Estimated Total Costs \$ 19,500

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

my father who works at Albany Housing as a contractor and his crew will perform work.

b) Description of how the work will be completed and estimated date for completion of work.

I plan on remodeling kitchen, Bathrooms, doing flooring windows replacing anything that need fixing within 6 months to a year.

c) Description of experience and/or qualifications of party or parties performing the work.

my father is a contractor. He had been working for Albany Housing for 11 year living there property.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

I have money saved in my bank, which will be used for payment.

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 750.00

Name Diamond Achermann Principals \_\_\_\_\_

Address 131A Wellington Ave Albany, NY

Phone # 347-330-2205

DA  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

Hello, my name is Diamond Ackerman, I am looking to purchase the foreclosed property on 492 Second Ave in Troy, NY. I am formerly a native of Troy who relocated to the city of Albany. For the property, I plan to renovate and live in and raise my young son. From what I've seen from the outside of the building it needs minimal work, including a new door and maybe some windows. On the inside of the building I plan to gut the kitchen, and the bathroom paint and put new floors down. I have already set aside finances for the materials that are needed. Also, I have a carpenter, electrician, and a plumber ready to help with all the difficult tasks that the property needs. In my estimates it should take no longer than 4 to 5 months to have the property livable and occupied. I'm excited of possibilities for becoming a resident of the city of Troy once again and hope the city will allow me to take part in this process.

Sincerely,

Diamond Ackerman

# PROPOSAL

Tax Map # 80.72-11-12

Property Location 413 7th Troy NY 12180

Present Number of Units 3

Owner Occupancy yes  Residential

Proposed Number of Units 3

no  Commercial

## 1. Description of Proposed Use

This property will be used for rental unit.

## 2. Proposed Improvements

a) List of proposed improvements.

The property will be painted, improve the landscape, redo bathroom, kitchen, also the floors will be sanded, polished rooms will painted.

b) Estimated cost of each improvement.

Paint all rooms = \$1800    bathroom → \$2562    Overruns \$5000.  
kitchen → \$3500    landscape - \$200.00    Heating \$3000.00  
floor → \$1500    labour \$5000

c) Estimated Total Costs \$ 19,662

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

I will be performing some aspect of the work - ie landscaping painting. The remainder will be done by First Quality construction company.

b) Description of how the work will be completed and estimated date for completion of work.

Work will commence three days after winning the bid, the work will be completed three months after. Work will be done 6 days a week.

c) Description of experience and/or qualifications of party or parties performing the work.

First Quality Construction Co. has been around for eleven years. This company do all the work on my other properties.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

I have access to funds from following  
accounts Bank of America and Bethpage.

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

I have listed bank accounts. I have renovated  
three houses in Troy. The addresses are listed below

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

2500.  
\$ ~~25000~~

Name Kirk Edwards

Principals Micardo Edwards

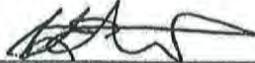
Address 114-30-199st ~~114-30-199st~~

104-39 201st

ST Albans Ny 11412

ST Albans Ny, 11412

Phone # 646 335-7032

  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

Tax Map # 90.71-8-8  
Present Number of Units 2  
Proposed Number of Units 2

## PROPOSAL

Property Location 403 Ninth St  
Owner Occupancy yes  Residential  
no   Commercial

### 1. Description of Proposed Use

Rehabilitate and use for residual income

### 2. Proposed Improvements

a) List of proposed improvements.

Update bathroom, Kitchen, Heating system

b) Estimated cost of each improvement.

bathroom \$2,000, Kitchen \$3,500, Heating system \$5,000

c) Estimated Total Costs \$ 10,500

### 3. Proposed Improvement Method

a) Identify party or parties performing the work.

My wife and I, NEPS Heating and Cooling Plumbing, JandB Contracting

b) Description of how the work will be completed and estimated date for completion of work.

Identify all Hazards and replace to code standard within 16 weeks

c) Description of experience and/or qualifications of party or parties performing the work.

Please refer to attached certifications

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

Making payment via bank account

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

Please refer to attached supporting documents

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid) \$ 500

Name Farmell Miller-Hall Principals \_\_\_\_\_

Address 396 4<sup>th</sup> Street  
Troy, N.Y. 12180

Phone # (518) 470-7149   
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 101.22-3-14

Property Location 2619 Sixth Ave.

Present Number of Units 2

Owner Occupancy yes  Residential

Proposed Number of Units 2

no  Commercial

## 1. Description of Proposed Use

This property adjoins to property I own at 2609, 2601, 2611, 2615 6th Avenue & 234 East Street. I plan to rehab this property & maintain as a 2 family home. I plan to rent to my business employees as caretakers for each lot I own & am bidding on.

## 2. Proposed Improvements

a) List of proposed improvements.

New Kitchens, New Bathrooms, replace windows, new siding. Other improvement as needed. Maintain lawn all around.

b) Estimated cost of each improvement.

Kitchens = \$6,000      siding = \$6,000  
Bathroom = \$2,500  
windows = \$5,500

c) Estimated Total Costs \$ 20,000.<sup>00</sup>

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

Myself w/ family help

b) Description of how the work will be completed and estimated date for completion of work.

My father in law (general contractor) & myself → will complete work in approx. 6mos - 1 year after purchase

c) Description of experience and/or qualifications of party or parties performing the work.

10 years of general contracting

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

Out of pocket

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

Attached bank statements

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 500.00

Name

John Mulinio

Principals

Address

21 Cooper Ave.

Troy NY 12180

Phone #

(518)505-3964

John Mulinio  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 101.22-3-21

Property Location 74 Jay St.

Present Number of Units 0

Owner Occupancy yes  Residential

Proposed Number of Units 0

no  Commercial

## 1. Description of Proposed Use

This property adjoins to property I own at 2609, 2601, 2611, 2615 1/2 Ave & 234 Earl St. I will clean & maintain this vacant land, pay taxes, & keep it looking nice.

## 2. Proposed Improvements

a) List of proposed improvements.

Mow, weed maintenance, pick up trash & keep land looking nice & maintained

b) Estimated cost of each improvement.

\$50 for tools & gas/oil for mower

c) Estimated Total Costs \$ 50.<sup>00</sup>

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

Myself

b) Description of how the work will be completed and estimated date for completion of work.

Mow, weed, pick up trash & keep it looking nice. Basic maintenance

c) Description of experience and/or qualifications of party or parties performing the work.

Years of experience in landscaping & maintaining properties for myself, family & friends.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

Out of pocket

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

Attached bank statements

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 50.00

Name John Mulinio

Principals \_\_\_\_\_

Address 21 Cooper Avenue

Troy NY 12180

Phone # (518) 505-3904

John Mulinio  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 101-67-4-5

Property Location CARLYLE / STAN RRD / S. LAKE

Present Number of Units \_\_\_\_\_

Owner Occupancy yes  no \_\_\_\_\_

Residential

Proposed Number of Units \_\_\_\_\_

Commercial

## 1. Description of Proposed Use

TO ACCESS MY PROPERTY

## 2. Proposed Improvements

a) List of proposed improvements.

IMPROVEMENTS HAVE BEEN MADE

b) Estimated cost of each improvement.

N/A

c) Estimated Total Costs \$ \_\_\_\_\_

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

I PERFORMED ROAD GRADING AND FINISHED

b) Description of how the work will be completed and estimated date for completion of work.

c) Description of experience and/or qualifications of party or parties performing the work.

CAVITAL CONTRACTING (SELF EMPLOYED CONTRACTOR)

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

PAID IN FULL

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 100

Name JOSEPH PROUTTE

Principals N/A

Address 66 WINEBERRY LN

MOUNTA NY 12020

E-mail Address CAK1777@GMAIL

Phone # 518-366-5674



(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

**Office use only:**

TAXES/WATER BILLS/PARKING TICKETS PAID? \_\_\_\_\_

CODE VIOLATIONS? \_\_\_\_\_

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 112.22-4-19.1  
Present Number of Units 1  
Proposed Number of Units 1

Property Location St. Vincent's Ave  
Owner Occupancy yes  Residential  
no  Commercial

## 1. Description of Proposed Use

This property sits adjacent my house at 25 St. Vincent Ave. It would expand my property. I would maintain the land and expand my garden. I would also like to build a fence around the property. Please note: I spoke with the assessor

## 2. Proposed Improvements

and began the process to get this city land designated as surplus, as it sits adjacent the two tax parcels I already own and next to my home

a) List of proposed improvements.

Fence, maintain land, expand garden beds.

b) Estimated cost of each improvement.

Fence = ~\$5000 (by end of 2020)

maintain land = \$200 (I have a weed whacker and lawn mower) grass seed

expand garden = ~\$300 (soil, seeds, geotextile fabric) (by Spring 2020) (by Spring 2020)

c) Estimated Total Costs \$ ~~11,000~~ ~\$5,500

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

I will be performing the work. I have received some fence quotes

from local companies, but may build it myself. (rent motorized post hole digger,

b) Description of how the work will be completed and estimated date for completion of work.

clear land and expand garden bed - by the end of spring using weed whacker, buy ~~knives~~ posts, etc.)

lawnmower, shovel, hoe). Fence - ideally by end of 2020. Will hire a company or perform

c) Description of experience and/or qualifications of party or parties performing the work.

I have cleared and maintained the adjacent land. I have also built garden

beds on it. I've spent a year working as a garden educator, two summers as a

farmer, and am currently employed as a civil engineer - I deal with

contractors often for my job and have the experience and finances needed to  
hire a fence contractor.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

I will pay via money earned at my job as Engineer II with  
Balten and Loguidice

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

Pay stub attached. Bank statement also attached.

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 3100

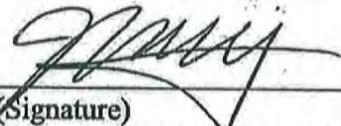
Name Michael Yeomans

Principals \_\_\_\_\_

Address 25 St. Vincent Ave

Troy, NY 12180

Phone # 201 919 4424

  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 112.23-2-2

Property Location LINDEN AVENUE

Present Number of Units 0 (VACANT LAND)

Owner Occupancy yes  Residential

Proposed Number of Units 0 (LAND)

no  Commercial

## 1. Description of Proposed Use

\* VACANT LAND (USED FOR PARKING & OPEN SPACE)

CURRENTLY VACANT & TO REMAIN SO. TO BE CLEANED UP & USED FOR OVERFLOW PARKING

OF OUR RESIDENCE (19 LINDEN) & A (MOBILE) TINY HOME.

## 2. Proposed Improvements

a) List of proposed improvements.

CLEAN THE LOT & REMOVE THE ABANDONED ABOVE GROUND POOL. MAKE IT PRESENTABLE & USABLE W/OUT ANY NEW CONSTRUCTION.

b) Estimated cost of each improvement.

\$ 0 - TO BE COMPLETED SOLELY BY US, THE NEW OWNERS.

c) Estimated Total Costs \$ 0

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

SCOTT TOWNSEND & SARAH VULGAMOORE, THE PROPOSED NEW OWNERS & NEIGHBORS (@ 19 LINDEN AVE.)

b) Description of how the work will be completed and estimated date for completion of work.

THE CLEANUP WILL BE COMPLETED BY LABOR DAY, 2020

c) Description of experience and/or qualifications of party or parties performing the work.

NO SKILLS REQ'D. CLEAN UP ONLY.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

SELF FINANCED. WE HAVE THE MONEY IN OUR ACCOUNT.

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

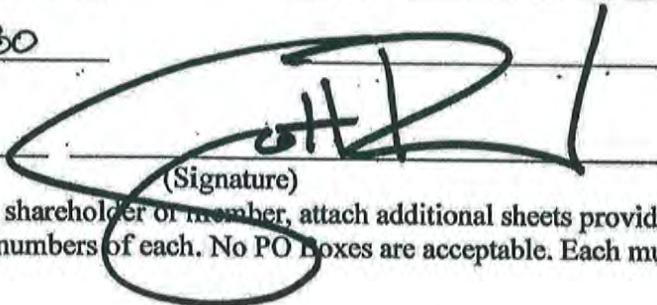
IF REQUIRED, I WILL SHOW MY COUNCILMAN (KEN Z.) OTHERWISE I PREFER NOT HAVING MY RECORDS PUBLICIZED. THANK YOU FOR UNDERSTANDING.  
(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.) NOT REQUIRED. SEE NOTE ABOVE.

Proposed Purchase Price (Amount of Bid)

\$ 200

Name SCOTT TOWNSEND Principals \_\_\_\_\_

Address 19 LINDEN AVENUE  
TROY, NY 12180

Phone # 518.810.4929 \_\_\_\_\_  
(Signature) 

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

**PROPOSAL**

Tax Map # 112.45-13-5 Property Location 65 Mann Ave  
Present Number of Units 0 Owner Occupancy yes  Residential  
Proposed Number of Units 0 no  Commercial

**1. Description of Proposed Use**

Property is adjacent to 0.68 ac. tract owned by applicant & is necessary to provide road access to develop space.

**2. Proposed Improvements**

a) List of proposed improvements.  
clear invasive species, use space to facilitate building orchard & other food forest projects. level & gravel for a parking spot.

b) Estimated cost of each improvement.

plants: \$50.00  
gravel: \$100.00

c) Estimated Total Costs \$ \$150.00

**3. Proposed Improvement Method**

a) Identify party or parties performing the work.

applicant

b) Description of how the work will be completed and estimated date for completion of work.

June 2020  
applicant labor

c) Description of experience and/or qualifications of party or parties performing the work.

developed property @ 492 2nd St  
into functional micro farm

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

owner savings

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

As of 1/30/2000, a fundraiser has \$2439 to fund this work: [gofundme.com/PWYC-Troy-Farmers-Market](http://gofundme.com/PWYC-Troy-Farmers-Market)

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 100.00

Name Dara Silbermann Principals \_\_\_\_\_

Address 442 2nd St.  
Troy NY 12180

E-mail Address darasilb@gmail.com

Phone # 303 524 0084

Dara Silbermann  
(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

**Office use only:**

TAXES/WATER BILLS/PARKING TICKETS PAID? \_\_\_\_\_

CODE VIOLATIONS? \_\_\_\_\_

Mayor's Approval \_\_\_\_\_

# PROPOSAL

Tax Map # 112.45-18-2  
Present Number of Units 1  
Proposed Number of Units 1

Property Location 84 Lincoln Ave  
Owner Occupancy yes  Residential  
no  Commercial

## 1. Description of Proposed Use

If given the opportunity a first home for myself, my wife and three children.

## 2. Proposed Improvements

a) List of proposed improvements.

replace broken windows, repair vinyl siding, install gutter, paint front porch, power wash exterior, clean and groom yard (gravel and Mulch), make repairs as needed on interior.

b) Estimated cost of each improvement

windows \$350, siding \$150, front porch \$35.00, yard \$150, gutter \$75.00, interior \$700, power wash \$0.

c) Estimated Total Costs \$ 1460.00

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

Myself along with friends and family in the construction industry.

b) Description of how the work will be completed and estimated date for completion of work.

I will be making all the repairs myself with help as needed.

All exterior work shall be completed a month after closing.

c) Description of experience and/or qualifications of party or parties performing the work.

I have over 15 years experience working home improvement and construction. My skills are not limited to carpentry, masonry, plumbing, heating and ventilation, flooring and lead remediation.

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

I have a full time job a bank account and family willing and waiting to help me if necessary.

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 500.00

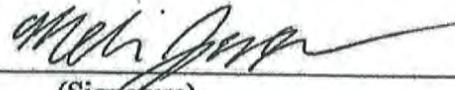
Name Melvin Jackson Jr.

Principals \_\_\_\_\_

Address 3016 6th Ave Fl.1

Troy N.Y. 12180

Phone # 631-894-7702



(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

Mayor's Approval \_\_\_\_\_

RE: 84 Lincoln Ave



**The Salvation Army  
Troy Temple  
410 River Street  
Troy, NY 12180  
518 272-4901**

**January 17, 2020**

**Re: Melvin Jackson**

**To Whom It May Concern:**

**Dear Sir/Madam: I am writing this letter as a character reference for Mr. Jackson. I have only known Mr. Jackson for about 6 months but I have gotten to know him a bit in this short time. Mr. Jackson came in looking for some assistance and during that conversation with me we talked about his skills. He left me his number and said that if you ever need any help call me.**

**Well, we are The Salvation Army and we always need some help. I called him to help with a carpentry job that needed attention. He responded immediately and came and really saved the day as it was distribution day and we could not get into the door we needed to get into. We have had to call on Mr. Jackson's skills several times and he has been more than eager to help us. He has a great knowledge of plumbing and general contracting work. He is very resourceful and will rack his brain to find a solution and when he don't know or is not sure he reaches out to other contractor friends for advice.**

**Mr. Jackson is a gentleman who don't mind giving back to his community. If you need additional information, please call the above number or acquire my cell phone number from Mr. Jackson.**

**In His Service,**   
**Envoy Vangerl Pegues,**  
**Pastor/Administrator.**

# PROPOSAL

Tax Map # \_\_\_\_\_

Property Location \_\_\_\_\_

Present Number of Units \_\_\_\_\_

Owner Occupancy yes \_\_\_\_\_

Residential

Proposed Number of Units \_\_\_\_\_

no \_\_\_\_\_

Commercial

## 1. Description of Proposed Use

*I just want Carlye Ave that borders my existing land to merge in with existing.*

## 2. Proposed Improvements

a) List of proposed improvements.

*Clearing of existing dead trees and Brush.*

b) Estimated cost of each improvement.

*By owners Labor.*

c) Estimated Total Costs \$ *NONE*

## 3. Proposed Improvement Method

a) Identify party or parties performing the work.

*OWNER (Me)*

b) Description of how the work will be completed and estimated date for completion of work.

*6 months*

c) Description of experience and/or qualifications of party or parties performing the work.

*Excavating experience*

**4. Financing of Property, Purchase and Improvements**

a) Provide description of method for payment of costs related to the purchase and improvements.

Cash

b) Provide evidence of current financial assets sufficient for payment of purchase and improvement costs or the ability to secure financing for payment of such costs.

state Attached

(Attach Proof of Financing method- such as bank statements, commitment letters from lending institutions etc.)

Proposed Purchase Price (Amount of Bid)

\$ 2000.<sup>00</sup>

Name Carl Cacciotti

Principals Carl M Cacciotti

Address 108 Wendell Avenue

Troy, NY 12180

E-mail Address c-cacciotti@hucc.edu

Phone # (518) 330-3396

Carl M Cacciotti

(Signature)

\*\*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. No PO Boxes are acceptable. Each must sign the proposal.

**Office use only:**

TAXES/WATER BILLS/PARKING TICKETS PAID? \_\_\_\_\_

CODE VIOLATIONS? \_\_\_\_\_

Mayor's Approval \_\_\_\_\_

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GENERAL FUND  
BUDGET**

---

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**2020 Budget Transfer(s) – General Fund**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form February 20, 2020

---

James A. Caruso, Corporation Counsel

**MEMO IN SUPPORT**

Throughout the fiscal year the Comptroller's Office works with all departments within the City for necessary budget transfers within the General Fund in the 2020 fiscal year. This ordinance transfers funds within the 2020 General Fund Budget for the following reason(s). Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. A transfer within the Police Department for the purchase of a new vehicle outside of the Capital Plan and the addition of a temporary position that will handle the discovery documentation under the New York State laws.
2. A transfer from the Corporation Counsel's Office to the City Clerk for items related to eCode as the City Clerk has assumed these responsibilities.

# Schedule A

ORD17

## 2020 Budget Transfer(s) – General Fund

<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Original Budget*</b>	<b>Change ( + / - )</b>	<b>Revised Budget</b>	<b>Reference</b>
Police	A.3120.0101.0000.0000	Permanent Salaries	9,810,243.00	(70,000.00)	9,740,243.00	1
Police	A.3120.0102.0000.0000	Temporary Salaries	212,077.00	35,000.00	247,077.00	1
Police	A.3120.0202.0000.0000	Vehicles	19,500.00	35,000.00	54,500.00	1
Corporation Counsel	A.1420.0408.0000.0000	Dues & Subscriptions	8,500.00	(8,500.00)	0.00	2
City Clerk	A.1410.0408.0000.0000	Dues & Subscriptions	0.00	8,500.00	8,500.00	2
<b>Net Impact On General Fund</b>				<b><u>0.00</u></b>		

\* Or as previously amended

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GENERAL FUND  
BUDGET**

---

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**2020 Budget Transfer(s) – General Fund**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form March 5, 2020

---

James A. Caruso, Esq., Corporation Counsel

**MEMO IN SUPPORT**

Throughout the fiscal year the Comptroller's Office works with all departments within the City for necessary budget transfers within the General Fund in the 2020 fiscal year. This ordinance transfers funds within the 2020 General Fund Budget for the following reason(s). Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. A transfer from Permanent Salaries to fund an equipment purchase for both the Engineering and Code Enforcement departments.

# Schedule A

ORD20

## 2020 Budget Transfer(s) – General Fund

<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Original Budget*</b>	<b>Change (+ / -)</b>	<b>Revised Budget</b>	<b>Reference</b>
Engineering	A.1440.0101.0000.0000	Permanent Salaries	251,895.00	(6,205.00)	245,690.00	1
Code Enforcement	A.3620.0201.0000.0000	Equipment	0.00	3,723.00	3,723.00	1
Engineering	A.1440.0201.0000.0000	Equipment	0.00	2,482.00	2,482.00	1
<b>Net Impact On General Fund</b>				<b><u>0.00</u></b>		

\* Or as previously amended

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY: CHAPTER 270, “VEHICLES AND TRAFFIC”, SECTION 270-13, “STOPPING, STANDING AND PARKING RESTRICTIONS”; AND SECTION 270-26, “SCHEDULE OF PENALTIES FOR TRAFFIC OFFENSES”**

---

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

**Section 1.** Section 270-13 (O.) of the Code of the City of Troy is hereby amended to provide and read as follows, with new matter underlined:

“It shall be unlawful to park any bus, house coach, school bus, tractor, including a cab or semi-cab, trailer or combination thereof, semi-trailer, stinger-steered automobile transporter, mobile car crusher, boat, boat trailer, one-axle trailer, dump truck, moving van, delivery or work van, either by itself or in combination with a trailer, in excess of 20 feet in length, recreational vehicle in excess of 20 feet in length, tow truck except in front of or alongside a commercial establishment for such towing business and without any motor vehicle located on or attached to said tow truck, on any City street other than for a temporary period of time related to and necessary to accomplish a specific business purpose.”

**Section 2.** Section 270-26 (C.) of the Code of the City of Troy is hereby amended to provide and read as follows, with new matter underlined:

(22) Parking any vehicle in violation of Section 270-13 (O.): \$ 75.00

**Section 3.** This Ordinance shall take effect immediately

Approved as to form, March 5, 2020

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***JAMES A. CARUSO, ESQ.*** Corporation Counsel

## **Memo in Support**

The City Code Section 270-13 is being amended to add the wording Cab-Semi-Cab. These over-sized vehicles being parked in residential neighborhoods have been reported as a negative quality of life issue throughout the City. There was an amendment passed in 2016 to this section of code, but the wording for the Semi Cabs was not listed as an enforcement tool in accordance with Traffic Patrol of the Troy Police Department.

There have been complaints regarding the size and height of the Semi-Cabs which are parked on city streets in front of residential dwellings. In absence of inclusion of such over-sized vehicles in the language of Subsection O, the Troy Police Department lacked the legal authority to cite the owners of such vehicles.

This proposed amendment to Section 270-13-O is intended to include Semi-Cab within the parameters of this subsection.

There is also a fee for violating this section of the code. The fiscal impact will be revenue to the City and is undetermined.

Kim Ashe-McPherson  
Council Member



TO: City Council and Mayor Madden

FROM: Mara Drogan, City Clerk

DATE: February 28, 2020

RE: Res. 91 (2019)

---

Deborah D. Lolik from the New York State Department of Transportation contacted me to say that when she supplied the draft of the resolution listed below, it included a typographical error. The resolution states it is for \$3665,257.00; the correct amount is \$366,257.00. (The backup material was correct.) Resolution will need to be amended.

91. (2019) Authorizing The Implementation, And Funding In The First Instance 100% Of The Federal-Aid And State "Marchiselli" Program-Aid Eligible Costs, Of A Transportation Federal-Aid Project, And Appropriating Funds Therefor (Council President Mantello) (At The Request Of The Administration)

Resolution passed 6 ayes, 0 nos, 1 absence (Kennedy), December 5, 2019.

**AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF  
THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A  
TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFOR**

---

**WHEREAS**, a Project for the South Troy Industrial Park Road (Phase II), P.I.N. 1761.30 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

**WHEREAS**, the City of Troy desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Detailed Design and ROW Incidentals & Acquisitions phases,

**NOW, THEREFORE**, the City Council, duly convened does hereby

**RESOLVE**, that the City Council hereby approves the above-subject project; and it is hereby further

**RESOLVED**, that the City Council has authorized the City of Troy to pay in the first instance 100% of the federal and non-federal share of the cost of Detailed Design and ROW Incidentals & Acquisitions phases work of \$366,257.00 for the Project or portions thereof; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Troy shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Dept. of Transportation thereof, and it is further

**RESOLVED**, that the Mayor of the City of Troy be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Troy with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

**RESOLVED**, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

**RESOLVED**, this Resolution shall take effect immediately

Approved as to form, December 5, 2019

---

**James A. Caruso, Esq.**, Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BASED ON THE TERMS PROVIDED WITH KNICKERBACKER MEMORIAL PLAYGROUNDS ASSOCIATION FOR THE PURPOSE OF MAINTAINING PRIVATE LAND DEDICATED AS PUBLIC PARK**

---

**WHEREAS**, The City of Troy and the Knickerbacker Memorial Playgrounds Association have had a long standing relationship of providing land for public use; and

**WHEREAS**, The City of Troy and the Knickerbacker Memorial Playgrounds Association are desirous of refining the terms of the lease agreement; and

**WHEREAS**, the terms outlined in this agreement shall set forth the language of the lease to be created; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council authorizes the Mayor to enter into a contract with Knickerbacker Memorial Playgrounds Association for twenty five (25) years.

Approved as to form February 20, 2020

---

James A. Caruso, Corporation Counsel

**MEMO IN SUPPORT**

**The Administration of the City of Troy has been working with the Board of the Knickerbacker Memorial Playgrounds Association on the terms for a new lease agreement that extends the lease term; provides for additional investment into the park through a lease payment, and outlines the future large improvements to be completed by the City of Troy.**

Thomas A. Knickerbacker & Helen L. Knickerbacker  
Memorial Playgrounds, Inc.

February 28, 2020

City of Troy  
City Hall  
Troy, New York 12180

Attn: \_\_\_\_\_

Dear \_\_\_\_\_:

The purpose of this Offer sheet is to set forth the agreement of terms relating to a lease by and between the Thomas A. Knickerbacker and Helen L. Knickerbacker Memorial Playgrounds, Inc. (“Knickerbacker Memorial Playgrounds” or “Landlord”) and the City of Troy (the “City”) for the property and improvements located at the real property commonly referred to as the “Knickerbacker Ice Arena and Recreation Facility and Knickerbacker Playgrounds” (the “Park”)(the “Lease”), subject to the conditions precedent set forth herein, and the execution of a definitive lease agreement between Knickerbacker Memorial Playgrounds and the City consistent with this term sheet and reasonable provisions customary to the Lease transactions contemplated hereby. Upon its execution, the Lease shall supersede and replace any and all prior leases between the parties. The parties agree to the following terms:

1) Lease Terms:

(a) Leased Premises. The Lease shall be for the entire property and improvements for the Park and shall include the real property at which the existing pool in the Park is located (the “Existing Pool Property”). The parties agree to use their best efforts to work cooperatively to determine how title to the Existing Pool Property is held and to correct any title deficiencies which may be present with respect to the ownership of the Existing Pool Property, so that ownership is in the name of the Knickerbacker Memorial Playgrounds. Such efforts may include, without limitation, the execution and filing of a corrective or quitclaim deed and accompanying documentation. Any transfer of property by the City of Troy will be subject to the applicable provisions of New York State Law and the City of Troy Charter.

(b) Lease Term. The term of the Lease shall be for a period of twenty-five (25) years.

(c) Construction of New Pool Facility. The City shall be entitled to construct a new pool facility on the Park, to be located at a site mutually agreeable to the parties (the “New Pool”). The parties shall mutually agree upon the plans, budget and timeframes for the New Pool. It is intended that the New Pool shall be financed through the issuance of tax-exempt bond financing; the Lease shall include terms as may be reasonably necessary in order to provide the bond issuer/lender with protective notice,

default and related provisions. At the expiration of the term of the Lease, the New Pool improvements will be transferred to the Landlord subject to the applicable provisions of New York State law and the City of Troy Charter.

(d) Demolition of Existing Pool Property. Prior to or simultaneous with the construction of the New Pool, the City will demolish and clear any facilities or structures located on the Existing Pool Property, including without limitation the existing pool, will provide Phase 1 or similar testing of the soil on the Existing Pool Property (as is reasonably acceptable to Landlord) to ascertain whether any environmental conditions are present, will report and remediate any environmental conditions that may be found, and will properly fill in, grade and seed the Existing Pool Property.

(e) Rent and Grants. Consistent with the charitable mission of the Knickerbacker Memorial Playgrounds and the historical operation of the Park by the City, the rent paid for the Park shall consist of the following:

(i) Monthly Fees. The City will pay to Knickerbacker Memorial Playgrounds monthly fees in the amount of **five thousand dollars (\$5,000.00)**, payable on the first day of each month to the Knickerbacker Memorial Playgrounds.

(ii) Expenditures of Monthly Fees. Knickerbacker Memorial Playgrounds shall be required to expend the monthly fees it receives on the purchase of equipment for, or upkeep, maintenance, repair, or improvement of, the Park, as determined in the sole, but reasonable, discretion of a committee comprised of five (5) members (hereinafter the "Expenditure Committee"), with one member of the committee being selected by the City of Troy, and the remaining members selected by the Knickerbacker Memorial Playgrounds. Nothing herein shall prevent any member of the Knickerbacker Memorial Playgrounds Board of Directors from simultaneously sitting as a member of the Expenditure Committee. The City may request certain expenditures be made from the monthly fees received by Knickerbacker Memorial Playgrounds for the purpose of purchasing equipment necessary solely for use within the Park to fulfill the City's obligations pursuant to this Lease, but the determination as to the recommendations of said expenditures will remain with the aforesaid five-member committee.

(iii) Meeting of the Expenditure Committee. The Expenditure Committee shall meet no less than six times per year to discuss, propose, and make recommendations to the Knickerbacker Memorial Playgrounds Board of Directors.

(iii) Grant Funding. The City will pursue and apply for grant funding opportunities that have the potential to improve, maintain, or repair the Park grounds, facilities and/or make available public events, on a continuous basis. The City shall provide an annual accounting of all grant funding opportunities applied for on behalf of the Park, and upon reasonable request of the Knickerbacker Memorial Playgrounds Board. The Knickerbacker Memorial Playgrounds Board shall in the event that written approval or authorization is required for a potential grant funding opportunity, the Knickerbacker Memorial

Playgrounds Board shall not hinder the request as to delay or nullify the opportunity presented.

- (f) Staffing. The City shall be required to staff, at no expense to the Landlord, all facilities and events in the Park consistent with the following specifications:
- (i) Pool Staffing. The City or its approved contractor must provide specific and exclusive staffing for the Pool Facility and assist in the promotion and management on behalf of the Pool of lifeguards and/or maintenance for the new pool facility during the entire pool season.
  - (ii) Park Staffing. The City must provide staffing for prescheduled, permitted athletic games utilizing the formal fields during normal park hours (sunrise to sunset)..In addition, the city will provide staffing to maintain the park amenities as determined by seasons and facilities available for use.
  - (iii) Knickerbacker Ice Rink. The operational hours and staffing for the Knickerbacker Ice Arena or its replacement as determined after the feasibility review and project timelines as shown on Exhibit B, shall be mutually agreed upon by the Knickerbacker Memorial Playgrounds and the City of Troy and shall be memorialized in an amendment to the lease.
  - (iv) Public Events. The City shall allow the Knickerbacker Memorial Playgrounds reasonable authority in scheduling, administering, promoting, and hosting public events in the Park so long as they do not interfere with the City's obligations. The Knickerbacker Memorial Playgrounds shall require the host of any public event within the Park to include the Knickerbacker Memorial Playgrounds as well as the City of Troy as additional insured on a primary and non-contributing basis. Limits of insurance required by the event shall be determined by the type of event and specified in the permit application. The City shall require any events outside of city sponsored events to complete the permit process to utilize and reserve the facilities. If additional staffing is required by permit or requested by the event, the event shall cover the cost of the staffing required. This staffing may include based on the nature of the event, but isn't limited to Parks and Recreation Staff, General Services Staff and Public Safety Departments.
- (g) Maintenance/Repairs. The Lease shall provide that Knickerbacker Memorial Playgrounds shall not be responsible for providing any utilities or services of any kind, nor for the use, operation, upkeep, improvements, maintenance, public safety, cleaning, repairs, equipment or alteration of the Park, except as expressly provided for herein. The City shall be responsible for any utilities, charges or expenses related to the use, operation, upkeep, improvements, maintenance, public safety, cleaning, repairs (structural or otherwise), equipment and/or alterations to the Park (which shall include, for the sake of clarity, the Existing Pool Property, the New Pool, the Knickerbacker Ice Arena and Recreation Facility and all fields, grounds, access roads, sidewalks and other improvements or green space areas. Any alterations to the Property must be approved

in writing in advance by Knickerbacker Memorial Playgrounds, which approval shall not be unreasonably withheld or delayed.

2) Conditions Precedent: The following shall be conditions precedent to the Lease:

- (a) Repairs to Knickerbacker Ice Arena. The City shall be entitled to renovate the Knickerbacker Ice Arena and Recreation Facility. The parties shall mutually agree upon the plans, budget and timeframes for such repairs as outlined in Exhibit \_\_\_\_\_.
- (b) Maintenance and Operation of the Knickerbacker Ice Arena. Provided the Knickerbacker Ice Arena is reopened, the City shall maintain and operate the Knickerbacker Ice Arena and Recreational Facility with a maintenance schedule and hours of operation as indicated in Schedule B herein.
- (c) Completion of Outstanding Repairs. The City shall complete the repairs set forth on Schedule A to this term sheet.
- (d) Material Adverse Change: There shall have been no material adverse change in the condition of the Park as of the date of this term sheet, and the parties shall immediately notify each other of any material changes to the organization and the facilities or operations.
- (e) Documentation: The parties shall have agreed upon acceptable documentation necessary for closing the transaction, which shall include, at a minimum and in addition to the terms outlined in this term sheet, the following terms:
  - (i) Rent Acceleration/Default. In addition to the customary remedies available to a Landlord for a default, the Landlord shall be entitled to declare the rent or any sum payable under the Lease for the balance of the term due upon written notice of a default by the City and a period of 30 days to cure in its material obligations under the Lease, or in the event that the City becomes insolvent, bankrupt or if a receiver is appointed.
  - (ii) Insurance. The City shall put in place and maintain commercial general liability insurance with coverage for bodily injury and property damage liability with a combined single occurrence limit of not less than \$5,000,000 (which coverage may be provided by a single policy or a policy with umbrella coverage); hazard insurance coverage to keep any improvements insured against loss by fire and extended coverage perils in an amount not less than full replacement cost; and, comprehensive automobile liability coverage.
  - (iii) Environmental. The City shall be solely responsible for the removal and disposal of any hazardous waste and materials, in compliance with all applicable legal requirements if such hazardous waste and materials or conditions were created by the City. The City shall indemnify the Landlord for such obligations pursuant to New York Law. Any unforeseen environmental hazard, proven not to be created by the City, shall not be the responsibility of the City nor shall the City be required to indemnify the Landlord for such obligations. The parties as of the date of this agreement agree that they have no knowledge of any environmental

concerns, hazardous waste of materials on the grounds of the Knickerbacker Memorial Playgrounds or its facilities.

- (iv) The Lease shall supersede and replace any and all prior leases between the parties.

3) Expiration: It is the combined intent of the parties to use best efforts to complete the Lease within one hundred twenty (120) days after the execution of this term sheet. Unless extended by mutual agreement of the parties, this term sheet shall expire on the earlier of (i) one hundred twenty (120) days after the execution of this term sheet by the City or (ii) the execution and delivery of the Lease (the "Expiration Date"). On the Expiration Date, all rights and obligations of both the Knickerbacker Memorial Playgrounds and the City contained in this term sheet shall be extinguished.

4) Legal Effect: This term sheet is intended to be a statement of the mutual agreement of the parties with respect to the transaction and shall constitute a binding commitment of the parties hereto.

5) Forum Selection Clause. This Agreement shall be construed and controlled by the laws of the State of New York and both parties consent to exclusive jurisdiction and venue in the federal and state courts located in or nearest to Rensselaer County, New York. Both parties waive all defenses of lack of personal jurisdiction and forum non conveniens.

6) Severability. If, but only to the extent that, any provision of this Agreement is found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted.

[SIGNATURE PAGE FOLLOWS]

This OFFER sheet must be accepted by the authorized representative of City prior to \_\_\_\_\_, 2020 at 5 o'clock p.m. unless it is agreed in writing to extend the deadline. Absent such extension, this OFFER shall terminate.

Very truly yours,  
THOMAS A. KNICKERBACKER and HELEN L.  
KNICKERBACKER MEMORIAL PLAYGROUNDS,  
INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

Accepted this term sheet on \_\_\_\_\_, 2019:

CITY OF TROY, NEW YORK

By: \_\_\_\_\_  
Its Authorized Representative

## **SCHEDULE A**

### **Outstanding Repairs to be Completed**

#### **Fencing**

Remove all trees, shrubs, overgrowth from standing fence and fence lines. Nuisance growth within the fence and fence lines compromises the structural integrity of the fence. The fence represents a deeded boundary and secures the premises.

#### **Trees**

All trees on park premises to be trimmed to a minimum of six feet from the base (Liability).

All dead limbs, branches, twigs be removed from the park. This includes those that are tree-bound and pose danger to the users of the park.

All dead trees be removed from the park.

The tree that over hangs the warming shed poses immediate danger to the adjoining structure. The tree shall be removed immediately.

Trees that are starting to uproot in the entrance to the softball fields must be removed along with their roots. The walkway to the softball fields is bumpy and dangerous. Resurface.

#### **Basketball courts- resurface-future use**

#### **The Warming Shed Building**

Roof repairs as necessary to the northwest portion

#### **Lights on the Softball Field**

All lights and associated wiring shall be brought into compliance so the lights are working and wiring meets code

## SCHEDULE B

### Knickerbacker Ice Arena and the New Knickerbacker Pool Project Timeline

#### **Knickerbacker Ice Arena:**

Financial Analysis to determine financial feasibility for renovation of the Arena – by March 2, 2020

Decision to Open Arena or to seek an alternate Use – April 1, 2020

Once a final determination is made a project timeline for completion of work will be established based on any engineering reviews, bidding requirements and/or budget constraints involved in the determined use.

#### **New Knickerbacker Pool:**

Conceptual Design and preliminary estimates:	May 2020
City Council bonding authorization:	June 4, 2020
Construction Drawings Completed:	January 29, 2021
Bidding Start:	February 2021
Bidding Responses Due:	February/March 2021
Contract Award:	March/April 2021
Substantial Completion of Project:	October/November 2021

**RESOLUTION APPOINTING A COMMISSIONER OF DEEDS  
FOR THE CITY OF TROY**

---

**BE IT RESOLVED**, that the City Council hereby appoints the following person, as identified in the attached application hereto and made a part hereof, Commissioner of Deeds for the City of Troy for a two-year term from February 21, 2020 to February 20, 2022.

Rosemarie Karame  
35 Ballina Street  
Troy, New York 12180

Sara McDermott  
16 Munro Court  
Troy, NY 12180

Approved as to form, February 20, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Rosemarie Karame (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
2. I am 37 years of age and
3. Check one:



[X] A. I maintain my fixed and permanent residence at (print address):
35 Ballina St, Troy, New York.

[ ] B. I maintain an office or place of business in the City of Troy, at (print address):
105 3rd St, Troy, New York.

And I maintain my fixed and permanent residence at (print address):
35 Ballina St in
Troy (town/village) in Rensselaer County.

Signature:

On February 7, 2020 before me appeared Rosemarie Karame to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Notary Public or Commissioner of Deeds

GREGORY J. DEJULIO
NOTARY PUBLIC, State of New York
01056007033
Qualified in Rensselaer County
Commission Expires 5/18/2022
Date FEBRUARY 7, 2020

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- [X] Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
[ ] Business Card or Work ID AND [ ] Pay stub

APPROVED:

[Signature]
City Clerk

2/11/2020
Date



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Sara McDermott (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 37 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):  
16 Munro Ct, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):  
\_\_\_\_\_, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

\_\_\_\_\_ in \_\_\_\_\_ (town/village) in Rensselaer County.

Signature: SMD

On Feb 14, 2020, before me appeared Sara McDermott, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Jason T. Schofield  
Notary Public or Commissioner of Deeds 2/14/2020 Date

**JASON T. SCHOFIELD**  
Notary Public, State Of New York  
No. 01SC6190790  
Qualified in Rensselaer County 2/28/01/2020

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND  Pay stub

APPROVED: [Signature]  
City Clerk

2/14/20 Date

**RESOLUTION AMENDING CHAPTER 79, ARTICLE II,  
OF THE CODE OF THE CITY OF TROY**

---

**WHEREAS**, pursuant to Chapter 79, entitled “Police Department”, in Article II. of the Code of the City of Troy, adopted June 5, 1997, the Troy City Council created the “Police Objective Review Committee”;

**WHEREAS**, the City Council wishes to rename the Police Objective Review Committee and, in its place and stead, name it as the Police Objective Review Board, effectively immediately;

**NOW, THEREFORE, BE IT RESOLVED** that, effective immediately, the City of Troy Police Objective Review Committee shall hereinafter be known as the Police Objective Review Board and, further, that the word “Committee”, wherever it appears throughout Chapter 79, Article II, of the Code of the City of Troy, shall be replaced with the word “Board”.

Approved as to form, February 20, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel

**RESOLUTION CONFIRMING JUSTIN R. NADEAU’S APPOINTMENT AS  
CHAIRPERSON OF THE TROY INDUSTRIAL DEVELOPMENT AUTHORITY  
(TROY IDA)**

---

**WHEREAS**, Article 8, Title 11 of the “Public Authorities Law” of the State of New York, created and established the Troy Industrial Development Authority, hereinafter, “the Troy IDA”; and,

**WHEREAS**, the Troy IDA consists of a Chairperson and eight other members, all of whom are appointed by the Mayor of the City, subject to confirmation by the City Council, for a term of three (3) years, and shall include: two (2) members of the City Council of the City of Troy; one (1) representative of the school board; and one representative from each of the fields of business, industry and labor; and,

**WHEREAS**, a vacancy exists on the Troy IDA, by virtue of the resignation of the current Chairperson, Heidi Knoblauch, such term expiring on December 31, 2021; and,

**WHEREAS**, Vacancies in such board occurring otherwise than by expiration of term shall be filled by the Mayor by appointment for the unexpired term subject to confirmation of the City Council;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Troy hereby confirms the appointment of Justin Nadeau as the Chairperson of the Troy IDA for a term commencing with the passage of this resolution and expiring on December 31, 2021.

Approved as to form, February 28, 2020

---

**James A. Caruso**, Corporation Council

# Justin R. Nadeau

[REDACTED], Troy, NY 12180

Phone: [REDACTED]

Email: [REDACTED]

## Work Experience

*Senior Vice President - New York Business Development Corporation (NYBDC)* *May 2010- Present*

*Intern- New York Business Development Corporation (NYBDC)* *April 2009-May 2010*

- ❖ Portfolio Manager for Lender's nationwide for the 7a and Community Advantage loan programs.
- ❖ Supervise an internal team which consists of the entire Portfolio Management and Special Assets Department.
- ❖ Evaluate top 25 loans for Executive Committee for quarterly reports.
- ❖ Work directly with representatives in US SBA Servicing Centers, NYBDC chief executive team, loan officers, closing counsel, participating bank members, and direct the loan servicing staff to ensure consistency with credit lending policies.
- ❖ Underwriting loans and construct annual loan reviews, consisting of financial statement analysis, cash flow analysis, and inspecting key ratios for a \$2.5 Billion portfolio.
- ❖ Verify all newly closed loans are properly collateralized, ensuring all appropriate legal documentation is in file and inputting loan information and servicing items into CDC Ventures and PC Financial Systems software, leading to direct exposure and understanding of the different lending programs available to small businesses (SBA 504, SBA 7a, Community Advantage...etc).
- ❖ Create a direct line of communication between all departments and the clients who request our services.
- ❖ Prepare servicing requests involving modifications for current loans including but not limited to requests for refinancing mortgages, rate reductions, and substituting or releasing collateral.
- ❖ Create processes to streamline effectively and efficiently.

## Awards

*Employee of the Year*

**2013**

## Supplementary Credentials

*Commercial Credit Essentials*  
New York Bankers Association

*September 2010 – October 2010*

*Basics of Business Credit and Real Estate Finance Seminar*  
National Development Council

*December 2011*

*National Commercial Lending School*  
American Bankers Association

*March 2013*

## Education

The College of Saint Rose, Albany, NY  
Bachelor of Science, Business Administration and Financing

*May 2010*

**RESOLUTION RECOGNIZING MARCH 2020  
AS WOMEN'S HISTORY MONTH IN THE CITY OF TROY**

---

**WHEREAS**, It is the sense of the Troy City Council to acknowledge and celebrate individuals and events of historic significance which add vitality, sensitivity, understanding and inspiration to the diversity and value of the people of this great City of Troy; and

**WHEREAS**, This year is the 100th Anniversary of the ratification of the 19th amendment to the US Constitution giving women the right to vote; and

**WHEREAS**, Women of every economic, ethnic and religious background have made significant contributions that are reflected in our cultural, social, educational, industrial and economic diversity, and have contributed in many ways, including as writers, educators, scientists, heads of state, politicians, civil rights crusaders, artists, entertainers, businesswomen, military personnel, aviators, entrepreneurs, philanthropists, health professionals, engineers, religious leaders, judges, lawyers, law enforcement personnel, athletes, mothers, nurturers and the building blocks of our communities; and

**WHEREAS**, Women who have become part of New York's lasting heritage by fighting against stereotypes, prejudice and seemingly insurmountable obstacles, include: Sojourner Truth (1797-1883), former slave and famous activist; Harriet Tubman (1820-1913), best-known "conductor" of the Underground Railroad and promoter of black education and women's rights; suffragettes Susan B. Anthony (1820-1906) and Elizabeth Cady Stanton (1815-1902); world renowned folk artist Grandma Moses (1860-1961); famed reporter Nellie Bly (1867-1922); Sybil Ludington (1761-1839), known as the "female Paul Revere"; Barbara McClintock (1901-1992), Nobel Prize-winning genetic scientist; and "First Lady of the World," Eleanor Roosevelt (1884-1962); and

**WHEREAS**, the City of Troy and New York State have been, and continues to be, the home to many distinguished women who have made their mark in history as the first in their field to succeed; representative of these "firsts" are contributions by women such as: Lady Deborah Moody (1586-1659), first woman grantee for land ownership in the New World; Kate Mullany (1845-1906), an Irish immigrant, in February of 1864 at age 25, organized along with her fellow workers, the first women's labor union in the country, the Collar Laundry Union to improve working conditions and wages through successful direct actions; Elizabeth Blackwell (1821-1910), first female physician; America's first trained nurse Linda Richards (1841-1930); Emma Willard (1787-1870), founder of the first endowed institution of education for women; hairdressing entrepreneur Madam C.J. Walker (1867-1919), Harlem leader and first self-made female millionaire in the U.S.; Buffalonian Louise Blanchard Bethune (1856-1913), first professional female architect in the Nation; Lucille Ball (1911-1989), actor and president of Desilu Productions, the first woman to lead a major Hollywood production company; Katharine Bement Davis (1860-1935), New York City Correction Commissioner, first woman to head a major City agency; Winifred Edgerton Merrill (1862-1951), the first American woman to receive a Ph.D. in Mathematics; Dr. Mary Edwards Walker (1832-1919), the first and only woman to be

presented with the Congressional Medal of Honor; and Belva Lockwood (1830-1917), the first woman to practice law before the United States Supreme Court; and

**WHEREAS**, The Troy City Council recognizes that the City of Troy and New York State are the home to countless women who are strong and colorful threads, vital to the fabric of our rich heritage, who have contributed, and continue to add to the advancement of our culture through their traditional and non-traditional roles in society;

**NOW, THEREFORE, BE IT RESOLVED**, That the Troy City Council pause in its deliberations to recognize March 2020 as Women's History Month.

Approved as to form, February 18, 2020,

---

*James A. Caruso, Esq.*, Corporation Counsel

**RESOLUTION RECOGNIZING MARCH 2020 AS DEVELOPMENTAL DISABILITIES  
AWARENESS MONTH IN THE CITY OF TROY**

---

**WHEREAS**, individuals with developmental disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and

**WHEREAS**, the City Council continues to be committed to the "Think Differently" initiative to encourage more inclusiveness and accessibility for the developmental disabilities and special needs community; and

**WHEREAS**, the most effective way to increase this awareness is through everyone's active participation in community activities and openness to learn and acknowledge each individual's contributions; and

**WHEREAS**, opportunities for citizens with developmental disabilities to function as independently and productively as possible must be fostered in our community; and

**WHEREAS**, we encourage all citizens to support opportunities for individuals with developmental disabilities in our community that include full access to education, housing, employment, and recreational activities; and

**WHEREAS**, communities are stronger when everyone participates. Please take time to get to know someone with a disability, and recognize that a person with a developmental disability can do like you;

**NOW, THEREFORE, BE IT RESOLVED** that the Troy City Council hereby designates and proclaims March 2020 as Developmental Disabilities Awareness Month.

Approved as to form, February 18, 2020,

---

*James A. Caruso, Esq.*, Corporation Counsel

**RESOLUTION ADOPTING COMMUNITY CHOICE AGGREGATION PROGRAM  
EDUCATION AND OUTREACH PLAN AND CUSTOMER OPT-OUT LETTER**

---

**WHEREAS**, the City of Troy has established a Community Choice Aggregation (“CCA”) Program to aggregate the energy supply needs of residents and small commercial businesses, and to negotiate and enter into energy supply contracts with Energy Service Companies (“ESCOs”) on behalf of these citizens to obtain competitively priced energy, often at a fixed or predictable cost, as well as environmental benefits and opportunities to pursue community-based energy initiatives; and

**WHEREAS**, the City of Troy is required to adopt a community-specific plan for engaging in public education and outreach regarding the CCA Program in this community, as well as an opt-out letter on the City of Troy’s letterhead informing members of the public of their right to opt-out of the CCA Program, and providing a clear procedure for so doing; and

**WHEREAS**, these community-specific documents, once adopted, will be incorporated into the CCA Program Implementation Plan, to be administered by the CCA Administrator, as approved by the New York State Public Service Commission (“NYSPSC”), to ensure compliance with rules and regulations governing CCAs;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Troy hereby adopts a public education and outreach plan and CCA opt-out letter;

**AND BE IT FURTHER RESOLVED THAT**, the plan and letter will be provided to the CCA Administrator and New York State Department of Public Service staff charged with reviewing on behalf of the NYSPSC, for incorporation into the CCA Program Implementation Plan.

Approved as to form, March 5, 2020

---

James A. Caruso, Esq., Corporation Counsel

**APPENDIX B: SAMPLE OPT-OUT LETTER (ON MUNICIPALITY LETTERHEAD AND ENVELOPE)**

[MONTH XX], 2020

Dear Residential or Small Business Customer:

New rules in New York State allow the City of Troy to develop a Community Choice Aggregation (CCA) Program where you and your neighbors increase your individual buying power through a group purchase of electricity. The City of Troy is able to offer residents and small businesses [100% renewable] electricity at competitive and stable rates.

As an eligible Participant, you can easily take advantage of this opportunity. Your electric account will be transitioned to the CCA Program, unless you opt-out by [MONTH XX], 2020. There are no enrollment or switching fees and your new electricity fixed rate will be **\$0.0XXX/kWh** through [MONTH 202X].

National Grid, your local utility, will still be responsible for your electricity delivery, general maintenance and response to power outages. You will still receive one bill and pay National Grid, you can still take advantage of budget billing, and you can participate in the CCA if you have rooftop or community solar.

With the support of MEGA, the Municipal Electric and Gas Alliance, our community has joined a CCA with [XX] others in our region. Through the power of aggregation and a competitive bidding process, [ESCO], was selected to replace National Grid as your default supplier of electricity.

[ESCO] is able to offer our community [100% renewable] electric supply at a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X].

	<b>National Grid Average Price*</b>	<b>CCA 100% Renewable Fixed-Rate Price</b>	<b>CCA Grid Mix Fixed- Rate Price (Opt-down)</b>
Residential	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh
Small Commercial	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh

\*National Grid's price is the average supply cost for the past XX months [MONTH 201X through MONTH 202X]

When you participate in the City of Troy's CCA there are:

- ***No Rate Increases for Term of Contract through [MONTH 202X]***
- ***No Changes in Billing or Service Delivery***
- ***No Fee to Leave the CCA Program at Any Time***

*More information on back*

### ***CCA Enrollment Information***

After your enrollment is finalized, you will receive a notification from National Grid confirming your enrollment with [ESCO] as your new electric supplier. National Grid is required by law to inform you of your option to rescind your enrollment (not participate in the CCA) with adequate notice prior to the scheduled switch. However, if you want to participate, no action on your part is required.

### ***How to Opt-Out***

If you do not wish to participate in the City of Troy's CCA Program, you must opt-out by [MONTH XX, 202X].

If you wish to opt-out, choose 1 of 3 easy ways:

1. Mail: return the enclosed opt out card with pre-paid envelope
2. Phone: call [ESCO] at XXX-XXX-XXXX
3. Web: visit [www.XXXXXX.com](http://www.XXXXXX.com)

### ***No Penalties or Fees***

No penalties or fees will be charged to you for opting out of the Program. No penalties or fees will be charged if you move before the contract expires. No penalties or fees will be charged if you leave the Program after the opt-out period ends.

If you wish to purchase traditional grid mix [100% renewable] electricity you can opt-down [up] into a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X]. You can opt-down [up] at any time by calling [ESCO] at XXX-XXX-XXXX.

If you wish to access the benefits of budget billing please contact [ESCO] at XXX-XXX-XXXX.

If you have any questions, please refer to the enclosed Frequently Asked Questions document, contact [ESCO] toll-free at XXX-XXX-XXXX or visit [megacca.org](http://megacca.org).

Representatives are available 24 hours a day, 7 days a week to answer any questions you may have.

Sincerely,

---

Mayor Patrick Madden  
City of Troy

## APPENDIX C: DETAILS OF THE CITY OF TROY EDUCATION AND OUTREACH PLAN

The goal of the CCA Education and Outreach Plan is to ensure that residents in your community understand the CCA process and benefits of the CCA Program with specific focus on their opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable residents to make informed choices about their energy supply options. A minimum of one informational community meeting is required, this meeting can occur in association with a formal public hearing (required before passage of a local law)

In consideration of the different constituencies within the community (e.g. seniors, young families) we undertook the following actions, with the support of MEGA, over a minimum of two months, to raise awareness and educate on CCA:

□ **Informational Community Meeting (Public Hearing REQUIRED)**

	Date/Time of Meeting	Meeting Location	Attendance
Meeting One	February 11, 2020 6pm	Osgood Neighborhood Association (392 2 <sup>nd</sup> Street)	21
Meeting Two	February 11, 2020 7pm	Lansingburgh Neighborhood Association (Boys & Girls Club)	37
Meeting Three	February 15, 2020 9am-2pm	Troy Farmers Market	Spoke to 20 people, others took materials
Meeting Four	February 18, 2020 6pm	District 3 Neighborhood Meeting with Councilwoman Steele	12
Meeting Five	February 19, 2020 6pm	Little Italy Neighborhood Association Meeting (Italian Community Center)	5
Meeting Six	February 22, 2020 9am-2pm	Troy Farmers Market	Spoke to 15 people, others took materials
Meeting Seven	February 26, 2020 – 6pm	Eastside Neighborhood Meeting, Franklin Terrace, 126 Campbell Ave	11
Meeting Eight	March 2, 2020 6:30-7:30pm	Troy Public Library (100 Second Street)	
Public Hearing	February 20, 2020 – 5:30pm	1 <sup>st</sup> Public Hearing, City Hall, 433 River Street, Troy	10
Public Hearing	February 25, 2020 – 5:30pm	2 <sup>nd</sup> Public Hearing, City Hall, 433 River Street, Troy	8
Public Hearing	March 5, 2020 – 6:30pm	3 <sup>rd</sup> Public Hearing, City Hall, 433 River Street, Troy	

□ **Printed Materials**

	Date	Item Type	Notes
Item One	February 6, 2020	Posters and fliers displayed at Troy public libraries	Main Library -100 2 <sup>nd</sup> St. Lansingburgh Branch 27 114th Street
Item Two	Feb 15 <sup>th</sup> & 22 <sup>nd</sup> 9am -2pm	CCA flyers and postcards at Troy Farmers' Market	Handouts provided to members of the public at the market
Item Three	February 2020	Postcards and program overview handout distributed at neighborhood meetings	
Item Four	February 2020	8'x4' vinyl banner hung in downtown Troy, 4'x2.5' vinyl banner hung in Lansingburgh. 2 16"x16" window signs for city offices	

□ **Web-based Education**

□ *Materials Posted on Municipal and/or Community Websites*

	Date	Item	Website URL	Notes
Site One	1/24/20	CCA info on municipal website	<a href="https://www.troyny.gov/government/local-laws-plans-charter/mega-cca-residential-electricity-program/">https://www.troyny.gov/government/local-laws-plans-charter/mega-cca-residential-electricity-program/</a>	
Site Two	February 2020	Advertise CCA Sessions	<a href="https://www.wamc.org/community-calendar">https://www.wamc.org/community-calendar</a>	
Site Three	February-March 2020	Facebook Events for each public event	<a href="http://www.facebook.com/MEGAEnergyNY">www.facebook.com/MEGAEnergyNY</a>	7 Facebook Events for each of the individual public education sessions

□ **Press/media**

Outlet	Headline	Date	Link
News10 ABC	Energy purchase agreement between municipalities, residents and small businesses being explored by local governments in the Capital Region	2/20/20	<a href="https://www.news10.com/news/energy-purchase-agreement-between-municipalities-residents-and-small-businesses-being-explored-by-local-governments-in-the-capital-region/">https://www.news10.com/news/energy-purchase-agreement-between-municipalities-residents-and-small-businesses-being-explored-by-local-governments-in-the-capital-region/</a>
Channel 13	Troy to hold public hearing on	2/20/20	<a href="https://wnyt.com/rensselaer-">https://wnyt.com/rensselaer-</a>

WNYT	Community Choice Aggregation		<a href="https://www.troyrecord.com/news/local-news/mantello-announces-public-hearings-for-new-cca-electricity-buying-program/article_0ad4a91c-4dae-11ea-b525-9f7f98b52abe.html">county-ny-news/troy-to-hold-public-hearing-on-community-choice-aggregation/5650971/</a>
Hudson Mohawk Magazine (radio)	CCA and Solar for all	2/14/20	<a href="https://www.mediasanctuary.org/podcasts/solar-for-all-promotes-community-choice-aggregation-in-low-income-communities/">https://www.mediasanctuary.org/podcasts/solar-for-all-promotes-community-choice-aggregation-in-low-income-communities/</a>
Troy Record	Mantello announces public hearings for new CCA electricity buying program	2/14/20	<a href="https://www.troyrecord.com/news/local-news/mantello-announces-public-hearings-for-new-cca-electricity-buying-program/article_0ad4a91c-4dae-11ea-b525-9f7f98b52abe.html">https://www.troyrecord.com/news/local-news/mantello-announces-public-hearings-for-new-cca-electricity-buying-program/article_0ad4a91c-4dae-11ea-b525-9f7f98b52abe.html</a>
Troy Record	Troy to explore CCA electricity buying program for residents	2/2/20	<a href="https://www.troyrecord.com/news/troy-to-explore-cca-electricity-buying-program-for-residents/">https://www.troyrecord.com/news/troy-to-explore-cca-electricity-buying-program-for-residents/</a>
Sanctuary for Independent Media - Hudson Mohawk Magazine	Katy Vescio interview on CCA	1/22/20	<a href="https://soundcloud.com/mediasanctuary/mega-energy-cca-program-012221">https://soundcloud.com/mediasanctuary/mega-energy-cca-program-012221</a>

□ **Other**

	Date	Description
One	1/20-2/14/2020 & 10/30-11/26/2019	Radio advertisements on PYX 106.5 and WRVE 99.5 daily during 6am-10am morning drive for 4 weeks
Two	1/22/2020	Radio interview; 105.3 Sanctuary for Independent Media
Three	January – February 2020	YouTube videos – informational videos on CCA basics, renewables, how CCA and community solar work together – shared via Facebook and Twitter <a href="https://www.youtube.com/channel/UCMHypvnfI5vIvqyspaC1MIA">https://www.youtube.com/channel/UCMHypvnfI5vIvqyspaC1MIA</a>
Four	January 2020	Social media toolkit and press release provided to City of Troy liaison and mayor's office.

Review of all materials will be the responsibility of our municipal CCA Liaison:

James Rath  
City of Troy, Assistant Planner  
518.279.7169  
james.rath@troyny.gov

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**COMMUNITY CHOICE  
AGGREGATION:  
IMPLEMENTATION PLAN**

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**VILLAGE, TOWN, CITY OF \_\_\_\_\_**

**PARTICIPATING IN  
NEW YORK  
ENERGY BUYING GROUP NATIONAL GRID F**

---

**MARCH 2020**

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## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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Appendices

Appendix A: Geographic Extent of New York Energy Buying Group National Grid F

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## INTRODUCTION

Pursuant to the *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program* in Case 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) (“Order” or “CCA Order”), the New York State Public Service Commission (“NYSPSC”) has authorized the establishment of Community Choice Aggregation (CCA) programs by New York municipalities. CCA Programs will be allowed to aggregate electric supply, natural gas supply, or both, and to offer energy related value-added products and services for customers within their geographic territory. See *Order*, Appendix D: CCA Rules Summary ¶¶ 1, 4-6.

There are numerous benefits and opportunities available to municipalities and consumers through a CCA Program. While many large industrial and commercial consumers with dedicated energy procurement operations have been able to leverage their size and expertise to obtain lower energy rates, similar opportunities have not, until now, been available to individual residential and small commercial retail consumers, who are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise, and the economies of scale enjoyed by larger consumers. Aggregation—the combining of multiple energy loads—augments the benefits of retail energy competition for consumers with lower energy usage by increasing their market power. In addition, competitive bids, evaluated by experts as part of CCA Programs, protect consumers from unscrupulous and opportunistic suppliers aiming to place them in unfavorable supply deals.

Three types of municipalities have been deemed eligible by the NYSPSC to create CCA Programs: villages, towns, and cities.<sup>1</sup> As stated in the Order, a municipality or a group of municipalities may engage the services of a Consultant to act as a CCA Administrator to complete any or all tasks with the aim of establishing a CCA Program. *Order*, ¶¶ 2-3. The Municipal Electric and Gas Alliance (“MEGA”) would be engaged to serve as a CCA Administrator to those municipalities looking to explore and adopt a local law authorizing CCA, both to aid in the creation of the CCA and the required public outreach and education related thereto, and to implement and administer the CCA once formed. The terms “MEGA” and “CCA Administrator” are used interchangeably throughout this document. The CCA Administrator will provide administrative services to municipalities on an individual basis or in groups.

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<sup>1</sup> Under the Order, municipalities at the smallest level of government are authorized to create a CCA; counties are not eligible to create a CCA. See Order, Appendix D ¶ 1(a). This means that, where a Village is located within a Town, only the Village government may create a CCA for residents of the Village, while the Town may create a CCA only for residents of the Town who live outside Village limits. The Order does not preclude Towns and Villages from working in concert to form a CCA for all residents, so long as the appropriate legal steps are taken to adopt a CCA covering all residents. Nor does the Order prevent Counties from advocating for or offering assistance to local governments in forming CCAs, although a County itself is precluded from pursuing aggregation. Through this Implementation Plan and its CCA Administration Agreements with individual communities, MEGA intends to provide advice and assistance in creating CCA Programs which transcend the jurisdictional boundaries to which individual municipalities are constrained, and to facilitate and encourage cooperative relationships between and among the various levels of local government to create successful aggregations.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

At this time, MEGA intends to divide groups of participating municipal CCAs into regionally based aggregation groups, which would be referred to as “Buying Groups” or “Aggregation Groups” a description of which will be included as Appendix A.<sup>2</sup>

The Municipalities seek to collectively aggregate the retail energy loads of eligible customers, as defined by the Order, and to solicit bids for the purchase of electricity, natural gas and/or energy related value-added products and services. MEGA, on behalf of the Aggregation Group, would solicit bids seeking competitive pricing, various contract terms, and options for increased volumes of renewable energy and other energy related value-added products and services, based upon the needs and priorities of participating municipalities. By taking advantage of a combined pool of eligible energy accounts, Municipalities have the potential to attract lower rates and the option of acquiring a cleaner power supply.

## I. KEY TERMS

**AUTOMATICALLY ELIGIBLE CUSTOMERS:** shall mean those utility customer classes eligible for inclusion in the CCA Program on an opt-out basis, as set forth in the NYSPSC Order Authorizing CCAs, Appendix C, or as otherwise specified by the Commission. Generally, this class of customers includes those receiving residential electric or gas supply service, including those in multi-family housing, certain types of institutions, and some small commercial customers covered by “small general service” class designations.<sup>3</sup> This shall not include customers who have already enrolled in service through an ESCO, customers enrolled in utility programs which require them to take supply service from their current utility, or customers who have a block on their utility account at the time of CCA formation<sup>4</sup>; those customers shall be eligible to participate on an opt-in basis, if they so desire.

**ELIGIBLE CUSTOMERS:** shall mean all automatically eligible customers plus those utility customers eligible for inclusion in the CCA Program on an opt-in basis, as set forth in the NYSPSC Order Authorizing CCAs or otherwise authorized by the Commission. Those customers eligible to participate in the CCA Program on an opt-in basis currently include: those customers already enrolled in service through an ESCO at the time of CCA formation, customers in large commercial, institutional, or industrial utility service classes that cannot be automatically enrolled in the CCA on an opt-out basis, and all other customers not considered “automatically eligible customers.” References to the broader class of “eligible customers” shall signify the entire pool of customers participating in the aggregation, either because they have been automatically enrolled on an opt-out basis, or because they have affirmatively opted in.

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<sup>2</sup> This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

<sup>3</sup> To the extent that Commission eligibility rules change in the future, such that this definition no longer accurately reflects CCA eligibility, the Commission’s rules will govern.

<sup>4</sup> Except customers participating in the Affordability Assistance Program (“APP”), who may have blocks on their accounts with their existing utility, but who are still eligible to participate.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

**CCA ADMINISTRATOR:** An agent of the municipality charged with overseeing creation, implementation and operation of a CCA Program, as well as negotiating Energy Supply Agreements with ESCOs. The CCA Administrator shall be retained by the municipality via a separate CCA Administration Agreement, adopted by Resolution.

**COMMUNITY CHOICE AGGREGATION (CCA)/CCA PROGRAM:** A Program authorized by the New York State Public Service Commission (NYSPSC) to aggregate residential and commercial electric and/or natural gas supply within a given municipality in order to leverage that energy demand to negotiate favorable Energy Supply Agreements directly with ESCOs. Customers within a CCA Program would no longer purchase their energy supply directly from their utility. However, the utility would generally continue to deliver energy to these customers, to charge for that delivery, and will retain its transmission and distribution network. The energy supply portion of a customer's energy service is provided by an ESCO or ESCOs, pursuant to an Energy Supply Agreement negotiated for the CCA Program at large, then delivered to customers via the local utility.

**ENERGY SUPPLY AGREEMENT (ESA):** An agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price.

**ENERGY SERVICES COMPANY (ESCO):** A third-party energy supplier eligible to sell electricity, natural gas and/or energy related value-added services to customers in New York State, utilizing the transmission and distribution systems of existing utilities. ESCOs are regulated by the New York State Department of Public Service and the New York State Public Service Commission, and must comply with the New York State Public Service Law.

**MUNICIPALITY:** At present, the Commission has authorized the formation of CCAs by Villages, Towns and Cities within the state, and not by Counties or other municipal subdivisions. Currently, formation of a CCA must happen at the lowest level of municipal government. For example, a Village within a Town would be responsible for aggregation of village customers, while the Town would be responsible for aggregation of town customers located outside the village. However, this does not preclude Villages, Towns and/or Cities from working together to form a CCA, hiring a common CCA Administrator, or entering into intermunicipal agreements for aggregation purposes.

**UTILITY:** In this plan, this term refers to traditional electric and/or natural gas utilities regulated by the New York State Department of Public Service and the New York State Public Service Commission and permitted to provide electric and/or gas supply, transmission and distribution services to all customers within their designated service territory.

## II. PROCESS

To begin the process, Municipalities would execute the Community Choice Aggregation Administration Agreement (“CCA Administration Agreement” or “Agreement”) to retain the services of MEGA as CCA Administrator. Community-specific versions of this Agreement would be reviewed and, if necessary, revised, based on consultations with individual municipalities. Under this Agreement, MEGA would be responsible for advising and supporting the Municipalities on public outreach and education related to formation of the CCA, assisting with planning and implementing the CCA Program once it is adopted, soliciting bids for energy supply and selecting the energy supplier(s), and monitoring the program, once implemented, to assure that all contractual obligations are met by suppliers, and that NYSPSC regulatory compliance is attained at all times. Municipalities will be advised that, pursuant to the CCA Order, they are ultimately responsible for ensuring compliance with the Order and applicable law. *Order*, Appx. D, ¶ 3(b). As such, each municipality must designate a CCA Liaison, with whom MEGA will work closely to keep municipal officials informed and address any public concerns.

The CCA Administrator will customize Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan to fit the circumstances and needs of individual municipalities, such as the schedule and nature of public education and outreach activities. Once Municipalities adopt these community-specific Implementation Appendices, by resolution or in conjunction with the passage of the Local Law discussed below, they will be incorporated into this Implementation Plan. A Data Protection Plan (“DPP”) will also be adopted and, where community-specific modifications are necessary, customized for each Municipality. Once finalized, both the IP and DPP documents will be made available to eligible customers within each Municipality.

Prior to adoption of a Local Law creating a CCA, Municipalities will hold a public hearing, among other community specific avenues, in order to provide eligible customers a meaningful opportunity to hear and be heard regarding the details of the CCA Program. The CCA Administrator will address any concerns of the Participating municipalities through appendices to this IP, or in a revised IP and/or DPP.

The opt-out notice for the CCA Program shall be provided in advance to all eligible customers in each of the Municipalities according to the opt-out procedure developed by the CCA Administrator and outlined in Section III.F below. The opt-out notice and disclosures shall comply with the Order and all applicable rules and regulations of the NYSPSC and shall fully inform such eligible customers in advance that they have the right to opt-out of the CCA Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the CCA Program. A sample opt-out letter is included as Appendix B; this letter will be customized for and adopted by each Municipality, and incorporated into this Implementation Plan.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

In consultation with Municipalities, the CCA Administrator will prepare and negotiate one or more Energy Services Agreements (ESAs) on behalf of Municipalities with one or more supplier(s). Such Agreements are to determine the basic terms and conditions available to participating municipalities for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Service Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that participating municipalities will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement(s). The local electric or natural gas utility will continue to provide and service the delivery of the energy purchased by the energy supplier, as well as metering, repairs, and outage restoration services.

### III. OPERATIONAL PLAN

#### A. Aggregation Services

1. Energy Services Company (ESCO): The CCA Administrator will use an experienced entity such as an ESCO to deliver energy supply services to participating municipalities. The ESCO shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to: no switching conditions where cancellation fees apply, the conditions under which an automatically eligible customer may opt-out without penalty, and any other terms required by law or regulation. The ESCO must provide the CCA Administrator, upon request, an electronic file containing the participating municipalities’ aggregate usage, charges for retail supply service and such other information reasonably requested by CCA Administrator, which will be handled in accordance with the DPP.
2. Database: The ESCO shall create and maintain a secure database of all participating CCA customers. The database will include the name, address, utility account number, and ESCO’s account number of each active CCA customer, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months/billing cycles of usage and demand, and meter reading cycle. The database will be updated at least quarterly and will only be shared with MEGA in aggregate. Accordingly, the ESCO will develop and implement processes to accommodate customers who (i) leave the Aggregation Group due to relocation, opting-out, etc. (ii) decide to join the Aggregation Group, such as by terminating service previously provided via a direct consumer contract with an ESCO; (iii) relocate anywhere within the jurisdictional limits of the Municipality or the Aggregation Group’s geographic area, (iv) move into the Municipality and elect to join the Aggregation Group, or (v) are residents of a Municipality which has withdrawn from the Aggregation Group. This database shall also be capable of removing a customer who has duly opted-out of the CCA Program. The ESCO will use this database to perform audits for clerical and mathematical accuracy of participating customers’ energy supply bills. All customer information shall be handled in accordance with the DPP and any other applicable law or regulation.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

3. Customer Education: The CCA Administrator shall develop and implement, with the assistance of the Municipality and the ESCO and as the CCA Administrator deems appropriate, an educational program that: generally explains the CCA Program to all eligible customers, provides updates and disclosures mandated by the Order and the applicable NYSPSC rules and regulations, and implements a process to allow any eligible customer the opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable eligible customers to make an informed choice(s) about their energy supply options. The Municipality will remain ultimately responsible for making certain that the CCA Program is deployed in compliance with legal requirements, that it serves the energy supply interests of its residents, and that consumer information is appropriately protected. Because education is critical to the success of CCA Programs, one of the Municipalities' responsibilities, as stated in the CCA Administration Agreement, is to endorse and promote the CCA Program to eligible customers. The education and outreach campaign will be tailored to each municipality, and will be provided to potential eligible customers over no less than a two-month period and over multiple communication platforms. The education and outreach campaign will minimally consist of the following means and activities, as appropriate to local circumstances, to raise awareness and educate the eligible customers on the benefits and procedures of the CCA:

- A. Informational community meetings
- B. Distribution and/or public posting of printed materials
- C. Town newsletters
- D. Web-based education
- E. Local newspaper articles
- F. Social media campaign (Facebook, Twitter, G+ Google, etc.)
- G. Education on municipal and community websites
- H. Educational water or tax bill inserts, where applicable
- I. Press releases distributed to local print and electronic media

Other educational and informational avenues that may be used are: informational videos, radio commercials, local cable TV, local radio shows, lawn signs, billboards, door hanger advertising and professional distribution services. Municipalities will be asked to provide input on and support the customization of public education and outreach techniques which best fit their community. A template supporting the customization of the public outreach plan is attached as Appendix C.

The New York State Energy Research and Development Authority (NYSERDA) is available to provide technical assistance to Municipalities and CCA Administrators in their development of CCA Programs, related outreach and education. *Order*, Appendix D ¶12. The CCA Administrator will evaluate such resources, and will avail itself of them if and when it becomes desirable.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

4. **Customer Service:** The ESCO shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate customer inquiries and complaints about billing, and answer questions regarding the CCA Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, with specific focus given to opt-out protocols.
5. **Billing:** The local utilities will provide a regular billing statement to each Participant which shall include the charges of the ESCO, and the ESCO shall not charge any additional administrative fee.<sup>5</sup> The CCA Administrator is authorized to recover its administrative costs through a reasonable fee built into the per kWh or per therm rates for power or natural gas and assessed on customer bills. *Order*, Appendix D ¶ 28.
6. **Compliance Process:** Both the ESCO and the CCA Administrator shall develop internal controls and processes to ensure that each Municipality remains in good standing and that each Municipality and the CCA Program comply with the Order and all applicable NYSPSC rules, and regulations as they may be amended from time to time. It will be the ESCO's responsibility to deliver timely reports at the request of the CCA Administrator. Such reports will include (i) the number of customers in the CCA Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the CCA Administrator; (iv) comparison of customers' charge for the supply of energy from one designated period to another identified by the CCA Administrator. The CCA Administrator shall monitor and promptly notify the Municipalities of any changes in market conditions, law or regulatory conditions, including amendments to the Order or changes to any NYSPSC rules or regulations applicable to the CCA program. Likewise, the ESCO shall also develop a process to monitor and shall promptly notify the CCA Administrator in writing of any such changes of law or regulation applicable to the CCA Program. The CCA Administrator must submit annual reports to the NYSPSC which provide information requested in the Order, or otherwise required by NYSPSC rules or regulations. *Order*, Appendix D ¶ 38. At the request of the CCA Administrator, ESCOs and Municipalities will provide information necessary for the timely completion and submittal of these annual reports.
7. **Notification to Local Utilities:** The automatically eligible customers<sup>6</sup> in each Municipality who do not opt-out of the CCA Program will be enrolled automatically in the CCA Program by an ESCO. Automatically eligible customers will not be asked to take affirmative steps to be included in the CCA. To the extent that local utilities require notification of participation, the ESCO shall provide such notice to the local utilities.

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<sup>5</sup> These billing statements will be provided in accordance with each utility's established practices, such as monthly, bi-monthly, or other periodic billing schedules.

<sup>6</sup> For purposes of this provision, customers receiving service directly from an ESCO at the time of aggregation are not considered "automatically eligible customers" who would be automatically enrolled on an opt-out basis. Such customers are permitted to voluntarily join the CCA on an opt-in basis, but they will not be automatically enrolled in the CCA, in accordance with the Order.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

The ESCO will inform the local utilities from time to time, through electronic means, of any new eligible customers who enroll in the Aggregation.

8. Solicitation of Bids: The process of soliciting bids for energy and related services and awarding of Energy Services Agreement(s) for the Aggregation Group, shall be conducted in the following manner:
  - A. The CCA Administrator, on behalf of the Aggregation Group, will solicit bids for energy supply and other related services, as allowed by the Order and in accordance with any specific terms or requirements established by the Aggregation Group in their CCA Administration Agreement, Local Law Authorizing CCAs, and/or community-specific implementation plans.
  - B. The CCA Administrator will request Aggregate Data, as defined by the NYSPSC, from the local utilities serving eligible customers in each municipality. This data, which will not include confidential customer information, will be provided to potential bidders when Invitations to Bid/Requests for Proposals are released seeking ESCOs to provide supply service to the Aggregation Group.
  - C. The CCA Administrator will prepare Invitations to Bid/Requests for Proposals pursuant to public bidding standards for electricity and/or natural gas supplies and energy related value-added products and services.
  - D. The CCA Administrator will analyze the RFP or bid responses and prepare a report resulting from such analysis for the Aggregation Group.
  - E. In consultation with the Aggregation Group, the CCA Administrator will prepare and negotiate one or more Energy Services Agreement(s) on behalf of Municipalities with one or more supplier(s). Such Agreement(s) are to determine the basic terms and conditions available to customers for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Services Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that eligible customers will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement.
  - F. After the CCA Administrator has entered into and executed energy supply contracts with an ESCO, the CCA Administrator will request customer-specific customer contact information. The local utilities will provide the customer-specific data directly to the ESCO in order to mail opt-out notices to automatically eligible customers. All customer-specific data will be handled and protected in accordance with the DPP and relevant regulations, laws, and NYSPSC Orders, as well as in accordance with the relevant Data Security Agreements (a.k.a. Data Protection Plans) put in place by and entered into with affected utilities. *See Order* at 51.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

- G. The CCA Administrator will provide opt-out notifications to the automatically eligible customers on municipal letterhead and envelopes. The opt-out period will be 30-days as per the CCA Order. The opt-out letter will be filed with the NYSPSC by the CCA Administrator at least 5 days prior to when the CCA Administrator intends to send them. A sample opt-out letter is included as Appendix B. This letter will be tailored to each community's circumstances, adopted by the participating Municipality, and incorporated into this Implementation Plan.
- H. The selected ESCO shall allow customers to opt-out and return to local utility service any time prior to the end of the third billing cycle, after the enrollment, without an early termination fee. The CCA Administrator will ensure this provision is included in any Energy Services Agreement signed for the provision of supply service to the Aggregation Group.

#### B. Energy Services Agreement (ESA)

The CCA Administrator, on behalf of the Municipalities in the Aggregation Group, and the selected ESCO shall duly execute and enter into an Energy Services Agreement (ESA) to serve the Aggregation Group.

At least 120 days prior to the expiration of any ESA, the CCA Administrator shall, after consulting with the Aggregation Group, begin developing a new round of RFPs for the next contract period, making any necessary alterations of contract terms or expansions of the CCA Program to be covered by the subsequent ESA(s), and pursuing new or renewed ESAs to provide service upon the expiration of the current ESA.

The ESA shall include a commitment by the ESCO to refrain from contacting customers directly with solicitations or offers unrelated to that customer's CCA participation or contracted-for energy supply. ESCOs will not be permitted to sell customer contact information to third parties for commercial or advertising purposes. However, this provision will not preclude the ESCO from—and should, in fact, encourage ESCO participation in—outreach efforts by the CCA Administrator and Municipality to inform customers of new initiatives or offerings associated with the CCA, such as additional green energy options or upcoming CCA milestones.

#### C. Energy Services Company Requirements

The Energy Services Agreement shall require the ESCO to satisfy each of the following requirements:

1. Have sufficient sources of energy to provide retail firm energy to the Aggregation Group.
2. Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
3. Maintain licenses or certifications required by State of New York in order to operate as an energy services company.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

4. Comply with the necessary local utility requirements to operate as an ESCO.
5. Maintain a Service Agreement for Network Integration Transmission Service under the Open Access Transmission Tariff.
6. Maintain the necessary corporate structure to sell retail firm energy to the customers of the Aggregation Group.
7. Maintain an Electronic Data Interchange (EDI) computer network, or accepted standard, that is fully functional at all times and capable of handling the customers in the Aggregation Group.
8. Maintain the marketing ability to reach all customers of the Aggregation Group to educate them on the terms of the CCA Program.
9. Maintain a staffed call center capable of handling calls from the customers of the Aggregation Group.
10. Maintain a local or toll-free telephone number for customer service and complaints related to each Municipality's CCA Program.
11. The ESCO serving customers in the Aggregation Group will be required to disclose in the Energy Services Agreement any subcontractors that it uses in fulfillment of the services described above.
12. Agree in a binding written agreement with the CCA Administrator, on behalf of each Municipality, to hold each Municipality financially harmless from any and all financial obligations arising from supplying power to the Aggregation Group.
13. Satisfy the credit requirements of the Municipality.
14. Have the binding authority (to the satisfaction of legal counsel) to execute the Energy Services Agreement with the CCA Administrator, on behalf of each Municipality, and be fully bound by all of its terms and conditions.
15. Assist the CCA Administrator in filing all reports required by the Order, and any applicable NYSPSC law, rule or regulation, as may be amended from time to time.
16. Assist the CCA Administrator in developing and sustaining needed outreach and educational efforts.
17. Comply with all applicable laws and regulations of the State of New York and any applicable provisions of the local law which address CCA Programs and ESAs.

#### D. Activation of Service

After a notice is mailed to all automatically eligible customers in each Municipality, providing an opportunity to opt-out of the CCA Program within 30 days, all eligible customers who do not opt-out in writing, or by using another accepted opt-out method, will be automatically enrolled in the CCA Program. Other eligible customers, including those who cannot be automatically enrolled on an opt-out basis, will be enrolled individually after affirmatively opting in. Customer enrollment with the ESCO will occur thereafter without further action by the customer on terms set forth in the Energy Services Agreement and according to the retail tariffs of the local utility.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

E. Changes, Extension, Renewal, or Termination of Service

The Energy Services Agreement with the ESCO will specify when service shall begin and end. If the Energy Services Agreement is extended or renewed, Municipalities and/or customers will be notified as to any change in rates or service conditions and other information required by law. The CCA Administrator will provide to the NYSPSC in a report its plans for negotiating any CCA extensions, or termination of a CCA program a minimum of 120 days before expiration of existing CCA program.

F. Opt-Out Procedures

Automatically eligible customers from each Municipality may opt-out of the CCA Program at any time during the opt-out period without penalty. Automatically eligible customers who opt-out of the CCA will not be switched from their current utility. As required by the Order, it shall be the duty of each Municipality, in cooperation with the CCA Administrator, to fully inform their automatically eligible customers in advance that they have the right to opt-out of the CCA Program.

G. Opt-In Procedures

Other eligible customers in each Municipality may request to join the Aggregation Group after the expiration of any enrollment period by contacting the ESCO, who shall accept them into the CCA Program. The acceptance of larger commercial or industrial customers into the CCA on an opt-in basis will be determined for each Aggregation Group by the CCA Administrator based on added value to eligible CCA Program Participants. This will be subject to terms and conditions mutually agreed upon in the Energy Services Agreement. The agreed-upon terms and conditions shall be consistent with the local utility's supplier enrollment requirements. Customers in the Aggregation Group who move from one location to another within the jurisdictional limits of each Municipality shall continue as a customer of the Aggregation Group, but may have to contact the ESCO to resume service once a new account has been established at the new address. If any termination fees exist, termination fees shall not be assessed to customers who cancel their CCA service as a result of moving out of the premises or the municipality served.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

H. New Accounts

ESCO shall facilitate the addition of new customer accounts to the CCA Program during the term of the Energy Services Agreement. Eligible customers wishing to opt-in to the CCA Program may contact the ESCO to obtain enrollment information. After the initial opt-out period is completed, CCA Administrator and the ESCO may establish protocols and procedures to hold additional opt-out processes for eligible new residential and small commercial accounts that were not mailed opt-out notices in earlier opt-out rounds within the term of the ongoing CCA Program. Any new eligible residential and small commercial accounts shall be able to enroll in the CCA Program under the same terms, conditions, and pricing as accounts that were initially enrolled during the first opt-out round. However, such newly enrolled accounts will only have the ability to participate in the ongoing CCA Program for the remaining length of the contract term of the Energy Services Agreement with the ESCO.

IV. REPORTING

The CCA Administrator will file an annual report with the Secretary by March 31 of each year, as required by NYSPSC rules. The annual report will cover the previous calendar year. The data in the annual report will include, but not be limited to:

1. Number of customers enrolled
2. Number of customers who cancelled their supply from the CCA Program, during the year
3. Number of complaints received by the CCA liaison
4. The rate paid for energy supply (commodity)
5. Value - added services provided during the year
6. Number of customers who opted-out in response to the initial opt-out letter(s)
7. Plans for soliciting a new CCA contract, negotiating an extension, or ending a CCA program -- if a CCA supply contract is scheduled to expire less than one year following the filing of the annual report

V. MISCELLANEOUS GOVERNANCE GUIDELINES

The Municipalities in the Aggregation Group shall approve, by resolution passed by majority vote and/or in conjunction with the adoption of a Local Law authorizing creation of a CCA, a community-specific version of Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan. Once adopted, these community-specific Appendices shall be incorporated into the Implementation Plan and updated, where appropriate, to reflect local circumstances and needs.

Municipalities will also be asked to review and, if applicable, suggest community-specific revisions to the DPP.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

VI. LIABILITY

THE MUNICIPALITIES IN THE AGGREGATION GROUP SHALL NOT BE LIABLE TO CUSTOMERS FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE CCA PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY EACH MUNICIPALITY. CUSTOMERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE ESCO PURSUANT TO THE ENERGY SERVICES AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBER

1. Copies of this Plan, the DPP, and any community-specific Appendices shall be available from each Municipality in the Aggregation Group free of charge and/or posted on the Municipality's website.
2. Customers of the CCA Program may call the CCA Administrator at 518-533-5399 to request information or register complaints.

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

**APPENDIX A: GEOGRAPHIC EXTENT OF NEW YORK ENERGY BUYING GROUP NATIONAL GRID F**

Buying groups are aggregations of municipalities sharing the same utility territory and New York State Independent System Operator load zone.

This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

<b>Municipality</b>	<b>Date of Submission</b>	<b>Date of Approval</b>

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

**APPENDIX B: SAMPLE OPT-OUT LETTER (ON MUNICIPALITY LETTERHEAD AND ENVELOPE)**

[MONTH XX], 2020

Dear Residential or Small Business Customer:

New rules in New York State allow the City/Town/Village of [MUNICIPALITY] to develop a Community Choice Aggregation (CCA) Program where you and your neighbors increase your individual buying power through a group purchase of electricity. The City/Town/Village of [MUNICIPALITY] is able to offer residents and small businesses [100% renewable] electricity at competitive and stable rates.

As an eligible Participant, you can easily take advantage of this opportunity. Your electric account will be transitioned to the CCA Program, unless you opt-out by [MONTH XX], 2020. There are *no enrollment or switching fees* and your new electricity fixed rate will be **\$0.0XXX/kWh** through [MONTH 202X].

National Grid, your local utility, will still be responsible for your electricity delivery, general maintenance and response to power outages. You will still receive one bill and pay National Grid, you can still take advantage of budget billing, and you can participate in the CCA if you have rooftop or community solar.

With the support of MEGA, the Municipal Electric and Gas Alliance, our community has joined a CCA with [XX] others in our region. Through the power of aggregation and a competitive bidding process, [ESCO], was selected to replace National Grid as your default supplier of electricity.

[ESCO] is able to offer our community [100% renewable] electric supply at a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X].

	<b>National Grid Average Price*</b>	<b>CCA 100% Renewable Fixed-Rate Price</b>	<b>CCA Grid Mix Fixed-Rate Price (Opt-down)</b>
Residential	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh
Small Commercial	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh

\*National Grid's price is the average supply cost for the past XX months [MONTH 201X through MONTH 202X]

When you participate in the City/Town/Village of [MUNICIPALITY's] CCA there are:

- ***No Rate Increases for Term of Contract through [MONTH 202X]***
- ***No Changes in Billing or Service Delivery***
- ***No Fee to Leave the CCA Program at Any Time***

*More information on back*

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

***CCA Enrollment Information***

After your enrollment is finalized, you will receive a notification from National Grid confirming your enrollment with [ESCO] as your new electric supplier. National Grid is required by law to inform you of your option to rescind your enrollment (not participate in the CCA) with adequate notice prior to the scheduled switch. However, if you want to participate, no action on your part is required.

***How to Opt-Out***

If you do not wish to participate in the City/Town/Village of [MUNICIPALITY's] CCA Program, you must opt-out by [MONTH XX, 202X].

If you wish to opt-out, choose 1 of 3 easy ways:

1. Mail: return the enclosed opt out card with pre-paid envelope
2. Phone: call [ESCO] at XXX-XXX-XXXX
3. Web: visit [www.XXXXXX.com](http://www.XXXXXX.com)

***No Penalties or Fees***

No penalties or fees will be charged to you for opting out of the Program. No penalties or fees will be charged if you move before the contract expires. No penalties or fees will be charged if you leave the Program after the opt-out period ends.

If you wish to purchase traditional grid mix [100% renewable] electricity you can opt-down [up] into a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X]. You can opt-down [up] at any time by calling [ESCO] at XXX-XXX-XXXX.

If you wish to access the benefits of budget billing please contact [ESCO] at XXX-XXX-XXXX.

If you have any questions, please refer to the enclosed Frequently Asked Questions document, contact [ESCO] toll-free at XXX-XXX-XXXX or visit [megacca.org](http://megacca.org).

Representatives are available 24 hours a day, 7 days a week to answer any questions you may have.

Sincerely,

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Supervisor/Mayor  
City/Town/Village of [MUNICIPALITY]

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

**APPENDIX C: DETAILS OF THE \_\_\_\_\_ EDUCATION AND OUTREACH PLAN**

The goal of the CCA Education and Outreach Plan is to ensure that residents in your community understand the CCA process and benefits of the CCA Program with specific focus on their opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable residents to make informed choices about their energy supply options. A minimum of one informational community meeting is required, this meeting can occur in association with a formal public hearing (required before passage of a local law)

In consideration of the different constituencies within the community (e.g. seniors, young families) we plan to undertake the following actions, with the support of MEGA, over a minimum of two months, to raise awareness and educate on CCA:

**Informational Community Meeting (Public Hearing REQUIRED)**

	Date/Time of Meeting	Meeting Location	Attendance
Meeting One			
Meeting Two			
Meeting Three			
Public Hearing			

**Printed Materials**

	Date	Item Type	Notes
Item One			
Item Two			
Item Three			
Item Four			

***Information in water or tax bills***

	Date	Item Type	Notes
Insert One			

## COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

 **Web-based Education**
 *Materials Posted on Municipal and/or Community Websites*

	Date	Item	Website URL	Notes
Site One				
Site Two				

 **Press**
 *Local Newspaper Articles/Press Releases*

	Date	Paper Name	Topic	Notes
One				
Two				
Three				
Four				

 **Other**

	Date	Description
One		
Two		

Review of all materials will be the responsibility of our municipal CCA Liaison:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Office Phone)

\_\_\_\_\_  
(Secondary Phone Number)

\_\_\_\_\_  
(E-mail)

**RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE  
NEGOTIATION, EXECUTION AND DELIVERY OF LEASE/PURCHASE  
AGREEMENTS TO FINANCE THE PURCHASE OF APPARATUS FOR FIGHTING  
FIRES, INCLUDING BUT NOT LIMITED TO FIRE FIGHTERS' TURNOUT GEAR**

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WHEREAS, the City of Troy (the "City") desires to purchase certain apparatus for fighting fires, including but not limited to fire fighters' turnout gear (the "Equipment") at a maximum cost of \$261,000; and

WHEREAS, the City now intends to authorize the negotiation, execution and delivery of one or more lease/purchase agreements in an aggregate original principal amount not to exceed \$261,000 to finance the purchase of such Equipment.

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

Section 1. The City is hereby authorized to acquire the Equipment at a maximum cost not to exceed \$261,000 and, in accordance with Section 109-b of the New York General Municipal Law, the City is hereby authorized to enter into one or more lease/purchase agreements, escrow agreements and other agreements in an aggregate original principal amount not to exceed \$261,000 (the "Agreements") to finance the acquisition of the Equipment.

Section 2. The Deputy City Comptroller, as chief fiscal officer of the City, is hereby authorized to negotiate, execute and deliver on behalf of the City the Agreements and all other certificates or instruments required in connection therewith provided, however, that all amounts payable by the City pursuant to the Agreements shall be subject to annual appropriation of such payments by the City Council. The power to prescribe the terms, forms and covenants of the Agreements is hereby delegated to the Deputy City Comptroller, as chief fiscal officer. The Mayor, or his designee, is also authorized to execute the Agreements on behalf of the City.

Section 3. This resolution is intended to constitute the declaration of the City's "official intent" to reimburse the costs of the Equipment described in Section 1 of this resolution with proceeds from the Agreements, as required by Treasury Regulation Section 1.150-2.

Section 4. This resolution is not subject to a mandatory or permissive referendum.

Section 5. The City Council hereby determines that the purchase and financing of the Equipment constitutes a "Type II Action" as defined in Article 8 of the Environmental Conservation Law, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), and no further action under the SEQRA Act and Regulations is required.

Section 6. This resolution shall take effect immediately. All acts previously taken by the City with respect to the purchase of the Equipment and the execution and delivery of the Agreements are hereby ratified and confirmed.

Approved as to form, March 5, 2020.

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James A. Caruso, Esq., Corporation Counsel

**Memo In Support**

This resolution authorizes the City to enter into an agreement to finance the cost of the additional set of turnout gear for the Troy Fire Department. As the Chief has previously explained the City will pay for the cost over several years; therefore, under the governmental accounting rules the City must enter into a "Lease/Purchase Agreement." It should be noted however that these agreements are not a "lease" as commonly understood, but rather they are more akin to that of an installment agreement. Repayment will occur over the next five (5) years.

**RESOLUTION AMENDING RESOLUTION #72 OF 2019**

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**WHEREAS**, a resolution was passed by the Troy City Council on October 3, 2019, entitled “RESOLUTION AUTHORIZING THE REQUIREMENT OF CONTRACTORS AND SUB-CONTRACTORS ON CONSTRUCTION CONTRACTS TO HAVE APPROVED APPRENTICESHIP AGREEMENTS (hereinafter referred to as “Resolution #72 of 2019”); and

**WHEREAS**, the city of Troy has secured financial assistance from the Federal Highway Administration (FHWA) to offset the cost of the construction of the project commonly referred to as ‘The South Troy Industrial Roadway’ (the Project); and

**WHEREAS**, the requirements of Resolution #72 of 2019, are not compatible with the terms and requirements of the FHWA grant award; and

**WHEREAS**, the NYS Department of Transportation has informed the City of Troy that it will not be able to include the provisions of Resolution #72 of 2019, in its bid documents,

**NOW THEREFORE BE IT RESOLVED**, the City of Troy hereby waives the provisions of Resolution #72 of 2019, with respect to all aspects of the Project.

Approved as to form, March 5, 2020.

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James A. Caruso, Esq., Corporation Counsel

**Memorandum in Support**

The provisions of the apprenticeship program adopted on October 3, 2019 as Resolution #72 of 2019, are incompatible with the bidding requirements for projects funded under the Federal Highway Administration.

In order, therefore, to proceed with the bidding and construction of the South Troy Industrial Roadway the requirements of Resolution #72 of 2019, must be waived.

**Steve Strichman**  
**Commissioner**



**Patrick Madden**  
**Mayor**

**Department of Planning  
& Economic Development**

## Memo

To: Troy City Council at the request of City Clerk Drogan  
From: Andrew Kreshik, Assistant Planner  
Date: 4 March 2020  
Re: Resolution #33, Supplemental Information

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Resolution #72, passed by the City Council on October 3, 2019, requires contractors on certain construction projects to have a New York State approved apprenticeship program. To include this condition into boilerplate bid language for this Federal Aid Transportation Project, the city would need the approval of the Federal Highway Administration and United States Department of Labor to do so by first providing detailed information on the requirement and how it would not, in any way:

1. Restrict competition, including but not limited to, competition from smaller firms (including Disadvantaged Business Enterprises), new firms, firms which are fully-staffed with qualified employees and do not have a current need to bring in and train new staff, and firms which are located outside the State of New York.
2. Favor union contractors over non-union contractors; or conversely favor non-union over union contractors.
3. Have an impermissible disparate impact on any person on the grounds of race, color, or national origin, sex, age, disability/handicap and income status.
4. Conflict with Federal Equal Opportunity and Affirmative Action principles and requirements.

Per discussion with Creighton Manning Engineering, consultant to the city for this project, it was learned that local requirements sought to be included in Federal Aid project solicitations are often in conflict with Federal requirements and/or give State lawyers involved in the review process enough pause that advancement of the project's solicitation stops while parties make sure no Federal/State laws are being violated by the supplemental condition(s). Since this project's construction phase is time sensitive, any delay at this time would jeopardize its future.

The NYS Department of Transportation noted that municipalities typically issue a waiver to their local requirements on Federal Aid projects to prevent the cost and delay required for parties to come to an agreement on requirements like these.

To note: Chapter VII of the Project Manual for the South Troy Industrial Park Road communicates encouragement of apprentice programs along with EEO requirements.

**VACANCY LIST**  
**(March 2020)**

<b>Department</b>	<b>Title</b>	<b>No.</b>
A1315 Comptroller/Finance	Account Clerk	1
A1440 Engineering	City Engineer	1
A1680 BIS	Data Communications Analyst	1
A3120 Police	Police Officer	5
	Police Captain	1
	Video Clerk	1
A3410 Fire Department	Firefighter/Paramedic	1
	Deputy Fire Chief	1
A3620 Gen Services/Code Enforcement	Code Inspector	1
	Assistant Code Inspector	2
A5110 Gen Services/Streets	Motor Equipment Operator (Light)	2
A7110 Gen Services/Rec-Parks	Laborer	1
A8022 Planning/CDBG	Assistant Planner	1
F1640 DPU/Garage	Auto Mechanic Helper	1
F8330 DPU/Purification	Asst. Supervising Water Plant Operator	1
	Water Plant Equip. Maintenance Mech.	1
F8340 DPU/Trans. & Dist.	Water Maintenance Person	3
	Senior Water Maintenance Person II	1
G8120 DPU/Sanitary Sewers	Senior Sewer Maintenance Person	1