

**TROY CITY COUNCIL
REGULAR MEETING AGENDA**

August 6, 2020

7:00 P.M.

Pledge of Allegiance
Roll Call
Vacancy List
Approval of Minutes
Presentation of Agenda
Public Forum*

LOCAL LAWS

ORDINANCES

44. Ordinance Amending The 2020 General Fund Budget And Accepting Grand Funds From The Troy Capital Resource Corporation For The 2020 Neighborhood Improvement Program (Council President Mantello)

45. Ordinance Amending The Capital Projects Fund Budget (Council President Mantello) (At The Request Of The Administration)

46. Ordinance Amending The 2020 General Fund Budget To Accept Funds From The New York State Division Of Criminal Justice Services For The Purpose Of Gun Involved Violence Elimination (Council President Mantello) (At The Request Of The Administration)

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

48. 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)

49. 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)

50. Ordinance Adopting The City Of Troy Returned Check Policy (Council President Mantello) (At The Request Of The Administration)

* Due to the COVID-19 crisis, this meeting shall be held via videoconference. If you would like a statement added to the record as part of the public forum at the beginning of the meeting, please email your statement to the City Clerk at mara.drogan@troyny.gov at least 1 hour before the start of the meeting. Indicate that it is intended to be read at the meeting and include your full name and residential address.

51. Ordinance Transferring Funds Within The 2020 Garbage Fund Budget (Council President Mantello) (At The Request Of The Administration)
52. Ordinance Transferring Funds Within The 2020 Water Fund Budget (Council President Mantello) (At The Request Of The Administration)
53. Ordinance Amending The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)
56. Ordinance Transferring Funds Within The 2020 Garbage Fund Budget (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, August 6
57. Ordinance Authorizing The Allocation Of Neighborhood Improvement Project Funds (Council Member Steele, Council Member Gulli, Council Member Cummings, Council President Mantello) **Pending Finance Meeting, August 6
58. Ordinance Approving A Grant Of Easement To Niagara Mohawk Power Corporation And Verizon New York, Inc. (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, August 6
59. Ordinance Authorizing A Credit For Any Penalty Imposed On Payments Made To The City Of Troy Treasurer's Office On August 1, August 2, Or August 3, 2020 (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, August 6
60. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, August 6
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RESOLUTIONS

72. Resolution Authorizing The City Of Troy To Impose A Service Charge For Returned Checks (Council President Mantello) (At The Request Of The Administration)
73. Resolution Authorizing The Mayor To Enter Into A 2019/2020 Stop-DWI Enforcement Crackdown Agreement With The County Of Rensselaer (Council President Mantello) (At The Request Of The Administration)
74. Resolution Authorizing The Mayor To Enter Into A 2020 Stop-DWI Enforcement Agreement With The County Of Rensselaer (Council President Mantello) (At The Request Of The Administration)
75. Resolution Of The City Of Troy, New York Amending Certain Prior Bond Resolutions Relating To The Combined Sewer Overflow Long Term Control Plan (Council President Mantello) (At The Request Of The Administration)

76. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of \$1,600,000 Serial Bonds To Finance The Reconstruction And Improvement Of A City Parking Garage (Council Member Zalewski) (At The Request Of The Administration)

77. A Resolution Authorizing The Issuance Of Up To \$3,300,000 In Revenue Anticipation Notes Of The City Of Troy, Rensselaer County, New York In Anticipation Of The Receipt Of Certain Revenue Due During The Fiscal Year Ending December 31, 2020 (Council President Mantello) (At The Request Of The Administration)

78. Resolution Accepting The Rubin Foundation Grant As Awarded By The Louis & Hortense Rubin Community Fellows Program (Council President Mantello) (At The Request Of The Administration)

79. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On Jacob Street Between River And King Streets (Council President Mantello) (At The Request Of The Administration)

80. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On State Street Between First And Third Streets (Council President Mantello) (At The Request Of The Administration)

81. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On South River Street Between Main And Polk Streets (Council President Mantello) (At The Request Of The Administration)

82. Resolution Approving The City Clerk's Appointment Of Sharon Wells As Assistant To The City Clerk And Setting The Wages Of The Assistant To The City Clerk (Council Member Zalewski)

83. Resolution Supporting The Chaptering Of New York State Legislature Bill A.9952b/S.7880b To Prohibit The Incineration Of Firefighting Foam Containing Per- And Polyfluoroalkyl Substances (PFAs) In Cohoes (Council Member Cummings)

85. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello) **Pending Finance Meeting, August 6

86. Resolution Authorizing The Mayor To Execute An Agreement With Passport Labs, Inc. (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, August 6

**ORDINANCE AMENDING THE 2020 GENERAL FUND BUDGET AND ACCEPTING
GRAND FUNDS FROM THE TROY CAPITAL RESOURCE CORPORATION FOR
THE 2020 NEIGHBORHOOD IMPROVEMENT PROGRAM**

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

Section 1. The City of Troy, New York hereby accepts grant funding from the Troy Capital Resource Corporation for the purpose of the 2020 Neighborhood Improvement Program.

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

2020 Budget Amendment(s) – CRC Funding

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the 2020 General Fund budget and accepts grand funds from the Troy Capital Resource Corporation for the 2020 Neighborhood Improvement Program.

Schedule A

ORD44

2020 Budget Amendment(s) – CRC Funding

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Miscellaneous	A.1000.2705.0091.0000	Gifts & Donations - Capital Resource Corporation	0.00	10,000.00	10,000.00
Expenditures					
City Council	A.1010.0404.0094.0000	Neighborhood Improvements	0.00	10,000.00	10,000.00
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

ORDINANCE AMENDING THE CAPITAL PROJECTS 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 Amendments – Electric Vehicles

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the project budget for the Electric Vehicle project. A rebate has been received by the City in the amount of \$25,000 and this amendment will allow for the City to purchase an additional vehicle.

Schedule A

ORD45

2020 Budget Amendments – Electric Vehicles

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Electric Vehicles	H.5000.3597.0652.0000	State Aid	180,000.00	<u>25,000.00</u>	205,000.00
Total Capital Projects Fund Budget Revenue Increase				<u>25,000.00</u>	
Expenditures					
Electric Vehicles	H.1640.0202.0652.0000	Vehicles	180,000.00	<u>25,000.00</u>	205,000.00
Total Capital Projects Fund Budget Expenditure Increase				<u>25,000.00</u>	
Net Impact On Capital Projects Fund				<u><u>0.00</u></u>	

* Or as previously amended

SEE INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING

AC 1171 (Rev. 10/96)

STATE OF NEW YORK

STATE AID VOUCHER

Voucher No.

1) Originating Agency NYS Dept. of Environmental Conservation		Orig. Agency Code 09000		Interest Eligible (Y/N) No	
Payment Date (MM) (DD) (YY)		OSC Use Only		Liability Date (MM) (DD) (YY)	
2) Payee ID 100002394	Additional	3) Zip Code	Route	Payee Amount	MIR Date (MM) (DD) (YY)
4) Payee Name (Limit to 30 spaces) City of Troy, New York			IRS Code	IRS Amount	
Payee Name (Limit to 30 spaces) Wm Patrick Madden			Stat. Type	Statistic	Indicator-Dept. IndicatorStatewide
Address (Limit to 30 spaces) 433 River Street, Suite 5001				5) Ref/Inv. No. (Limit to 20 spaces) OGS-DEC-EV-2019	
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY)	
City (Limit to 20 spaces) Troy		(Limit to 2 spaces)→	State NY	Zip Code 12180	

Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount
		<i>(Enter description, or note if information is on attached sheets)</i>	
7.12.2019	#79154	1 Nissan Leaf Electric Vehicle	24879.64
7.12.2019	#79154	2 Nissan Leaf Electric Vehicles	49760.38
7.12.2019	#79154	2 Nissan Leaf Electric Vehicles	49757.62

State Aid Program or Applicable Statute: Zero Emission Vehicle Infrastructure	TOTAL	124397.64
Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded. Signature in Ink: <i>Wm Patrick Madden</i> Date: 2.11.2020 Title: Mayor Name of Municipality: City of Troy, New York	Less Receipts	99397.64
	NET	25000.00
	State Aid % Claimed	

FOR STATE AGENCY USE ONLY		STATE COMPTROLLER'S PRE-AUDIT	
Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid
Date	By _____		Verified
Page No.	Date		Audited
By _____			Certified For Payment of State Aid Amount
			By _____

Expenditure					Liquidation						
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var	Yr		Dept.	Statewide					

Check if Continuation form is attached

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Management and Budget Services
625 Broadway, 10th Floor, Albany, New York 12233-5010
P: (518) 402-9228 | F: (518) 402-9023
www.dec.ny.gov

AID TO LOCALITIES

Contract or Purchase Order Number: DEC01T00824 GG 3350000

Grantee: City of Troy, New York

County: Rensselaer County

Project Name: City of Troy EV Fleet

CERTIFICATION OF COMPLIANCE

On behalf of the Grantee named above, I hereby certify that the work described in the Workplan is complete; that all Grant funds have been expended in accordance with the Budget and Workplan of the purchase order, and in accordance with all applicable State Laws, rules and regulations; and that the Grantee has obtained all required State permits necessary to perform the work covered by the Grant.

FINAL PAYMENT RELEASE

On behalf of the Grantee named above, I hereby certify that in accepting full payment for the estimated State share of the above-referenced project, that should this amount be over and above the amount due as determined by a final audit of the project, conducted by the New York State Office of the State Comptroller, that full repayment will be made to the State of New York or that the overpayment will be deducted from other State funds due the Grantee.

Authorized Representative:

Wm. Patrick Madden, Mayor
(Typed or Printed Name & Title)


(Signature)

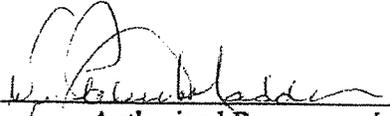
Date: February 11, 2020

Telephone Number: (518) 279-7130

SELF-CERTIFICATION FORM

I, the undersigned, hereby certify that the attached State of New York State Aid/Standard Voucher dated 02/11/2020 requesting payment in the amount of \$ \$ 25,000.00 is reasonable, eligible and allowable based upon the specific requirements set forth in Contract or Purchase Order No. T00824 including all Appendices. I also certify that the records upon which the costs are claimed, including those claimed as local match, are maintained strictly in accordance with applicable federal, state and general municipal accounting practices and procedures, including but not limited to those costs claimed as personal services. All documentation associated with this project will be maintained for a period of six years beyond the end of this contract term or three years beyond the close out of any federal grant under which these costs are claimed by NYSDEC, whichever is greater.

I also certify that the work has been completed in conformance with the Workplan document as approved by the New York State Department of Environmental Conservation and in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and standards.



 Authorized Representative

02/11/2020

 Date



 Chief Fiscal Officer

02/11/2020

 Date

ORDINANCE AMENDING THE 2020 GENERAL FUND BUDGET TO ACCEPT FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE PURPOSE OF GUN INVOLVED VIOLENCE ELIMINATION

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:

August 2020 Budget Amendments – GIVE Grant

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The Police Department will receive grant funding from the NYS Division of Criminal Justice Services for the purpose of Gun Involved Violence Elimination (GIVE). The GIVE initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE. The grant period is from July 1, 2020 through June 30, 2021. Any unused funds and appropriations of this grant during 2020 will be allocated in the proposed 2021 City Budget.

Schedule A

ORD46

August 2020 Budget Amendments – GIVE Grant

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Federal Aid	A.3000.4389.1100	NYS GIVE Grant	0.00	154,894.00	154,894.00
Expenditures					
Police Department	A.3120.0101.0000.0000	Permanent Salaries	9,810,243.00	68,634.00	9,878,877.00
Police Department	A.3120.0103.0037.0000	Overtime - GIVE Grant	0.00	55,200.00	55,200.00
Police Department	A.3120.0409.1100.0000	Consultant Services - GIVE Grant	0.00	29,060.00	29,060.00
Police Department	A.3120.0411.1100.0000	Travel - GIVE Grant	1,500.00	2,000.00	3,500.00
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

Project #: **GV20-1044-D00** **GIVE Initiative**

Project Status: **New**

Participant: **Troy, City of**

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Troy, City of	\$0.00	\$0.00	\$0.00
Troy City Police Department	\$197,027.00	\$0.00	\$197,027.00
Total	100.00%	0.00%	\$0.00

Advance Request Amount (If not requesting an advance, please skip) \$

Advance Request Justification (200 character limit)

Budget Summary by Participant
Troy, City of

Troy City Police Department

Version 1 - [Edit](#) (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Field Intelligence Officer (FIO)	1	\$68,634.00	\$68,634.00	\$68,634.00	\$0.00	X
2	Hot Spot Policing - Enforcement/Investigative comp...	1	\$19,440.00	\$19,440.00	\$19,440.00	\$0.00	X
3	Hot Spot Policing - non fatal shooting investigati...	1	\$13,800.00	\$13,800.00	\$13,800.00	\$0.00	X
4	Hot Spot Policing - Detective Bureau outreach	1	\$21,960.00	\$21,960.00	\$21,960.00	\$0.00	X
Total				\$123,834.00	\$123,834.00	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Field Intelligence Officer (FIO)	1	\$42,133.00	\$42,133.00	\$42,133.00	\$0.00	X
Total				\$42,133.00	\$42,133.00	\$0.00	

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Crime Analyst-thru John Finn Institute	1	\$29,060.00	\$29,060.00	\$29,060.00	\$0.00	X
Total				\$29,060.00	\$29,060.00	\$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	DCJS/GIVE related trainings	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	X
Total				\$2,000.00	\$2,000.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$197,027.00	\$197,027.00	\$0.00

Grant Application

GIVE Initiative

Project No.

Grantee Name

GV20-1044-D00

Troy, City of

07/09/2020

Project Title: GIVE Initiative	
Contacts	
<p>Hon. Wm Patrick Madden Mayor 433 River Street, Suite 5001 Troy, NY 12180 Phone:518-279-7156, Ext: Fax: Email:patrick.madden@troyny.gov</p>	<p>Project Start: 07/01/2020 Project End: 06/30/2021 Project Period Years 1 Months 0 Submission Date not submitted</p>
<p>Capt. Steven Barker Captain 55 State Street Troy, NY 12180 Phone:518 270 4657, Ext: Fax: Email:steve.barker@troyny.gov</p>	<p>EIN: 146002472 Municipality No: 380257000000 Dun & Bradstreet No: 086955077 Charities Registration No: _ Not For Profit _ Sectarian Entity</p>
<p>Capt. Brian Owens Captain 55 State Street Troy, NY 12180 Phone:518-270-4655, Ext: Fax:518-270-4422 Email:brian.owens@troyny.gov</p>	<p>County: Rensselaer Region: Capital District</p>
<p>Capt. Raymond White Captain 55 State Street Troy, NY 12180 Phone:518 270 4425, Ext: Fax: Email:raymond.white@troyny.gov</p>	<p>BUDGET SUMMARY Grant Funds: \$197,027.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$197,027.00</p>

Grant Application**GIVE Initiative****Project No.**

GV20-1044-D00

Grantee Name

Troy, City of

07/09/2020

Summary Description of Project

Project GIVE

Federal Program Purpose Area

Program Purpose Code	Description
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Participants

Participant Name	Type	Comments
Troy, City of	Grantee	

Contacts for Troy, City of

Contact Name	Type	Phone
Hon. Wm Patrick Madden	Signatory	518-279-7156

Participant Name	Type	Comments
Troy City Police Department	Implementing Agency	

Contacts for Troy City Police Department

Contact Name	Type	Phone
Capt. Steven Barker	Primary	518 270 4657
Capt. Brian Owens	Primary	518-270-4655
Capt. Raymond White	Primary	518 270 4425
Andrew Piotrowski	Secondary	518-270-7172

Grant Application**GIVE Initiative****Project No.**

GV20-1044-D00

Grantee Name

Troy, City of

07/09/2020

Work Plan**Goal:**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

the Troy City police department will implement the agency's selected GIVE strategies, compile information on each partner's strategy implementation efforts and complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction. The final combined tool must be uploaded to GMS as an attachment, and a copy emailed to give@dcjs.ny.gov

Task #1 for Objective #1

Complete and upload to GMS the hot-spots policing monitoring tool.

Performance Measure

1 The hot-spots policing monitoring tool has been completed and uploaded in GMS.

Task #2 for Objective #1

Complete and upload to GMS the CPTED monitoring tool (if applicable)

Performance Measure

1 The CPTED monitoring tool has been completed and uploaded in GMS (if applicable).

Task #3 for Objective #1

Complete and upload to GMS the Focused Deterrence monitoring tool (if applicable)

Performance Measure

1 The Focused Deterrence monitoring tool has been completed and uploaded in GMS (if applicable).

Task #4 for Objective #1

Complete and upload to GMS the Street Outreach monitoring tool (if applicable)

Performance Measure

1 The Street Outreach monitoring tool has been completed and uploaded in GMS (if applicable).

Objective #2

The Troy City police department will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded to GMS as an attachment and emailed to give@dcjs.ny.gov.

Task #1 for Objective #2

Complete and upload to GMS a copy of the GIVE Tracker

#	Performance Measure
1	GIVE Tracker completed and uploaded.

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	What percent of your established Minority and Women Business Enterprise goal have you met to date?

Grant Application

GIVE Initiative

Project No.

Grantee Name

GV20-1044-D00

Troy, City of

07/09/2020

Specific Questions

Grant Application**GIVE Initiative****Project No.**

GV20-1044-D00

Grantee Name

Troy, City of

07/09/2020

Budget Summary by Participant

Troy, City of

Troy City Police Department

Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer (FIO)	1	\$68,634.00	\$68,634.00	\$68,634.00	\$0.00
Justification: TBD						
2	Hot Spot Policing - Enforcement/Investigative component	1	\$19,440.00	\$19,440.00	\$19,440.00	\$0.00
Justification: TBD						
3	Hot Spot Policing - non fatal shooting investigations	1	\$13,800.00	\$13,800.00	\$13,800.00	\$0.00
Justification: TBD						
4	Hot Spot Policing - Detective Bureau outreach	1	\$21,960.00	\$21,960.00	\$21,960.00	\$0.00
Justification: TBD						
Total				\$123,834.00	\$123,834.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer (FIO)	1	\$42,133.00	\$42,133.00	\$42,133.00	\$0.00
Justification: TBD						
Total				\$42,133.00	\$42,133.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Crime Analyst-thru John Finn Institute	1	\$29,060.00	\$29,060.00	\$29,060.00	\$0.00
Justification: TBD						
Total				\$29,060.00	\$29,060.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS/GIVE related trainings	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Justification: TBD						
Total				\$2,000.00	\$2,000.00	\$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$197,027.00	\$197,027.00	\$0.00

Advance Request**Advance:** \$0.00**Justification:**

Grant Application**GIVE Initiative****Project No.**

GV20-1044-D00

Grantee Name

Troy, City of

07/09/2020

Assurance

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities', in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act,

if applicable.

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller=s Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency=s (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, A Federal financial assistance@ includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.

13. It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs= Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.

17. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or

disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

19. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:

(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

25. When applicants having 50 or more employees which receive an amount of \$500,000 or more, or \$500,000 in the aggregate, in any fiscal year, are required to formulate and provide an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:

(a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and

(b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.

26. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds,

shall contain the following statement:

'This project was supported by Grant # _____ , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

27. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

28. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement.

Certified by - on

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 SEWER 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) – Sewer Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel



INTER-OFFICE MEMORANDUM

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: August Council Transfers

Date: July 6, 2020

There are a few transfers required for Sewer on the August 2020 council meeting.

These transfers are required to balance the budget within the Clothing Allowance, Insurance and Workers Comp lines.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

Schedule A

ORD47

2020 Budget Transfer(s) – Sewer Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Sanitary Sewers	G.8120.0303.0000.0000	Other Material & Supplies	280,000.00	(31,800.00)	248,200.00
Sanitary Sewers	G.8120.0203.0000.0000	Other Equipment	10,000.00	(5,000.00)	5,000.00
Sanitary Sewers	G.8120.0423.0000.0000	Uniforms	10,000.00	(5,000.00)	5,000.00
Sanitary Sewers	G.8120.0107.0000.0000	Clothing Allowance	0.00	6,800.00	6,800.00
Sanitary Sewers	G.8120.0406.0000.0000	Insurance	17,000.00	15,000.00	32,000.00
Sanitary Sewers	G.8120.0809.0000.0000	Workers Compensation	45,000.00	20,000.00	65,000.00
Net Impact On Sewer Fund				<u>0.00</u>	

* Or as previously amended

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 “State Street Garage”

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

2020 Budget Amendments – State Street Garage

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance establishes the budget for the repairs to the State Street Garage based on the bond resolutions being presented at the same meeting totaling \$1,600,000.

Schedule A

ORD48

2020 Budget Amendments – State Street Garage

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
State Street Garage	H.0000.5731.0672.0000	BANs Redeemed	0.00	<u>1,600,000.00</u>	1,600,000.00
Total Capital Projects Fund Budget Revenue Increase				<u>1,600,000.00</u>	
Expenditures					
State Street Garage	H.5110.0204.0672.0000	Equipment & Capital Outlay	0.00	<u>1,600,000.00</u>	1,600,000.00
Total Capital Projects Fund Budget Expenditure Increase				<u>1,600,000.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

**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 item 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 all 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 any or all of said property, the City Comptroller is hereby authorized to dispose of any such item.
- Section 4.** This ordinance shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The City Purchasing Agent, or designee, works with the various City departments to identify and dispose of such no longer useful property on a periodic basis.

Surplus List

ORD49

DPW		
<u>Item Description</u>	<u>Serial/VIN number</u>	<u>Unit Number</u>
2005 Ford Ranger	1FTYR11U45PB04683	20
2006 Chevrolet 2500HD	1GCHK24U36E158981	22
2006 Chevrolet 2500HD	1GCHK24U46E159167	19
2002 GMC 2500HD	1GTHK24U72E191055	46
2004 GMC 2500HD	1GTHK24U74E140769	90
2003 Chevrolet 3500HD dump	1GBJK34U93E366502	42
2009 Chevrolet Tahoe	1GNFK03029R133925	66
2010 Ford F350	1FTWF3BY4AEB01012	5
1991 International bucket truck	1HTSAZPM9MH323153	156
2007 Ford Focus	1FAFP34N47W272366	73
2005 Ford Focus	1FAFP34N05W314271	69
2007 Ford Focus	1FAFP34N27W272365	67
1970 Sicard snow blower	10225	123
1980 Hyster roller	B156C2038	120
Stainless steel salter hoppers (16)		
Electric HVAC motors, assorted (19)		
Honda EG3500X generator		
Hubbel 1000 watt floodlights (3)		
Sweepster skid steer broom		
Pneumatic jackhammers (3)		
Coin-operated parking meters (48)		
Exhaust hose reels (4)		
6 ton chain hoist		
oil hose reels (3)		
Lincoln arc welder		
36" metal brake		
Hydraulic press frame		
WESCO drum lifter		
Golf Course		
John Deere Gator	W004X2X058503	
Jacobsen 5111 mower	69116	
SIP grinder model 50	81-5751	
Toro skid sprayer 41411	80119	
Toro triplex mower 04351	90761	

ORDINANCE ADOPTING THE CITY OF TROY RETURNED CHECK POLICY

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

Section 1. The City of Troy Returned Check Policy is herein adopted as set forth in Schedule A entitled:

City of Troy, New York Returned Check Policy

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

Memo In Support

This policy outlines the City of Troy's policy pertaining to returned checks and how such events shall be processed along with how any applicable fees are to be determined.

City of Troy, New York

Returned Check Policy

Adopted August 2020

Section 5 – Processing of Returned Payment(s)

There shall be a designated employee in the City Comptroller's Office who will receive notification of all returned payments. Upon notification the payment will be voided in the City's accounting system to the date of the original payment. Upon completing the void a form letter shall be updated with the applicable information and prepared for signature. The letter shall be sent via first class mail no later than two (2) business days after notification from the appropriate financial institution.

Section 6 – Waiving of Fees

Any individual(s) who wish to contest any fees associated with the returned payment shall make a request in writing to the City Comptroller's Office requesting such waiver along with justification. Any supporting documentation shall be included with this request. The City Comptroller's Office shall review all requests and make a determination within three (3) business days of receiving such request. All decisions made in regards to waiving fees shall be considered final.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GARBAGE 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) – Garbage Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer adds additional funding to a department's vehicle expense account.

Schedule A

ORD51

2020 Budget Transfer(s) – Garbage Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Special Recycling	CL.8189.0304.0056.0000	Vehicle Exp - Gas	0.00	1,000.00	1,000.00
Bulk Pickup	CL.8170.0409.0000.0000	Conultant Services	89,660.00	(1,000.00)	88,660.00
Net Impact On Garbage Fund				<u>0.00</u>	

* Or as previously amended

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 WATER 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) – Water Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel



INTER-OFFICE MEMORANDUM

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: August 2020 Water Transfers

Date: July 6, 2020

There are some transfers required for the June 2020 council meeting. These are to cover current expenses and in anticipation of future expenditures.

Many transfers are associated with the clothing allowance costs. Since the clothing allowance has been issued in full, no other clothing allowance costs are anticipated.

Other transfers are associated with required payments for insurances and the Siemens savings program.

Due to an increase in cellular control of offsite properties, the cell phone bill has increased and the transfer is to cover annual anticipate costs associated with controlling pumps and monitoring remote sites.

The large transfer into Consultant Services is for the milling and paving of a small section of Hoosick Street where there was a water main break in late June.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

Schedule A

ORD52

2020 Budget Transfer(s) – Water Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Garage	F.1640.0304.0056.0000	Vehicle Expense - Gas	200,000.00	(20,000.00)	180,000.00
Contingency	F.1990.0418.0000.0000	Contingency	20,822.24	(20,000.00)	822.24
Administration	F.8310.0107.0000.0000	Clothing Allowance	0.00	900.00	900.00
Administration	F.8310.0201.0030.0000	Equipment - Meters	44,800.00	(5,000.00)	39,800.00
Administration	F.8310.0401.0053.0000	Utilities - Telephone	6,500.00	3,000.00	9,500.00
Administration	F.8310.0406.0000.0000	Insurance	66,491.00	20,000.00	86,491.00
Administration	F.8310.0409.0000.0000	Consultant Services	25,000.00	(10,000.00)	15,000.00
Purification	F.8330.0107.0000.0000	Clothing Allowance	0.00	900.00	900.00
Purification	F.8330.0203.0000.0000	Other Equipment	10,000.00	(3,000.00)	7,000.00
Purification	F.8330.0303.0000.0000	Other Material & Supplies	895,000.00	(44,350.00)	850,650.00
Purification	F.8330.0401.0091.0000	Utilities - Siemens	5,765.00	16,000.00	21,765.00
Transmission	F.8340.0102.0000.0000	Temporary Salaries	25,000.00	(20,000.00)	5,000.00
Transmission	F.8340.0107.0000.0000	Clothing Allowance	0.00	8,900.00	8,900.00
Transmission	F.8340.0303.0000.0000	Other Material & Supplies	375,000.00	(17,350.00)	357,650.00
Transmission	F.8340.0405.0068.0000	Rentals - Equipment	7,000.00	20,000.00	27,000.00
Transmission	F.8340.0409.0000.0000	Consultant Services	25,000.00	50,000.00	75,000.00
Transmission	F.9040.0809.0000.0000	Workers Compensation	30,000.00	20,000.00	50,000.00
Garage	F.1640.0805.0016.0000	Dental	1,782.00	(1,782.00)	0.00
Purification	F.8330.0805.0016.0000	Dental	22,272.00	(22,272.00)	0.00
Transmission	F.8340.0805.0016.0000	Dental	20,486.00	(20,486.00)	0.00
Garage	F.1640.0815.0000.0000	Dental	0.00	1,782.00	1,782.00
Purification	F.8330.0815.0000.0000	Dental	0.00	22,272.00	22,272.00
Transmission	F.8340.0815.0000.0000	Dental	0.00	20,486.00	20,486.00
Net Impact On Water Fund				<u>0.00</u>	

* Or as previously amended

ORDINANCE AMENDING 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 Amendment(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The following descriptions are indicative of the corresponding amendment(s) in the Reference column on the Schedule A.

1. Various transfers within departments of General Services to provide additional funding as requested.
2. Various transfers within the Police Department to provide additional funding for the remainder of the 2020 fiscal year.
3. The creation of a new account for reimbursement of Covid-19 related expenditures that is part of the CARES Act. This will be reimbursement for items purchased outside of the Police and Fire Departments as they have separate grant funding (See References 4/6).
4. The creation of new accounts for Covid-19 related expenditures for the Fire Department for materials and overtime.
5. Various transfers within the Fire Department.
6. The creation of new accounts for Covid-19 related expenditures for the Police Department for materials and overtime.
7. Various transfers for various departments funded from the General Fund Contingency. It should be noted that the transfer of \$45,000 for Bond & Note expense is due to increased activity with the City's bond counsel and financial advisor in relation to the Covid-19 pandemic. While the costs have increased in 2020 the reasons are justified due to the situation the City is faced with and the financial plan set forth.

Schedule A

ORD53

2020 Budget Amendment(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Revenues						
Interfund Revenues	A.1000.2801.0407.3024	Community Development - Covid	0.00	50,000.00	50,000.00	3
Federal Aid	A.3000.4960.0000.3024	Emergency Disaster Assistance	0.00	319,600.00	319,600.00	4
Federal Aid	A.3000.4960.0000.3024	Emergency Disaster Assistance	0.00	<u>97,403.00</u>	97,403.00	6
Total General Fund Budget Revenue Increase				<u>467,003.00</u>		
Expenditures						
OGS Admin	A.1490.0201.0000.0000	Equipment	3,000.00	(2,300.00)	700.00	1
OGS Admin	A.1490.0402.0000.0000	Postage	600.00	2,300.00	2,900.00	1
Facilities	A.1620.0103.0000.0000	Overtime	15,000.00	(2,500.00)	12,500.00	1
Facilities	A.1620.0304.0056.0000	Vehicle Expense - Gas/Oil	3,700.00	2,500.00	6,200.00	1
Garage	A.1640.0203.0000.0000	Other Equipment	16,000.00	(100.00)	15,900.00	1
Garage	A.1640.0301.0000.0000	Office Supplies	600.00	100.00	700.00	1
BIS	A.1680.0201.0000.0000	Equipment	0.00	4,014.00	4,014.00	1
BIS	A.1680.0303.0000.0000	Other Material & Supplies	39,152.00	(4,014.00)	35,138.00	1
Traffic	A.3310.0103.0000.0000	Overtime	15,000.00	(4,000.00)	11,000.00	1
Traffic	A.3310.0304.0056.0000	Vehicle Expense - Gas/Oil	6,000.00	4,000.00	10,000.00	1
Parks	A.7110.0103.0000.0000	Overtime	25,000.00	(15,000.00)	10,000.00	1
Ice Rinks	A.7140.0401.0054.0000	Utilities - Gas/Oil	24,000.00	15,000.00	39,000.00	1
Golf Course	A.7180.0103.0000.0000	Overtime	35,000.00	(8,000.00)	27,000.00	1
Golf Course	A.7180.0401.0055.0000	Utilities - Water/Sewer	8,000.00	8,000.00	16,000.00	1
Police	A.3120.0303.0000.0000	Other Material & Supplies	148,500.00	32,000.00	180,500.00	2
Police	A.3120.0405.0068.0000	Rentals - Equipment	45,000.00	(10,000.00)	35,000.00	2
Police	A.3120.0410.0000.0000	Training	82,800.00	(10,000.00)	72,800.00	2
Police	A.3120.0411.0000.0000	Travel	18,000.00	(2,000.00)	16,000.00	2
Police	A.3120.0423.0000.0000	Uniforms	69,539.00	(5,000.00)	64,539.00	2
Police	A.3120.0424.0000.0000	Medical Expenses	30,320.00	(5,000.00)	25,320.00	2
Facilities	A.1620.0303.0000.3024	Other Material & Supplies	0.00	50,000.00	50,000.00	3
Fire	A.3410.0103.0000.3024	Overtime - Covid	0.00	292,350.00	292,350.00	4
Fire	A.3410.0303.0000.3024	Other Material & Supplies	0.00	27,250.00	27,250.00	4
Fire	A.3410.0302.0000.0000	Small Tools & Equipment	5,000.00	1,000.00	6,000.00	5
Fire	A.3410.0403.0000.0000	Printing & Advertising	500.00	250.00	750.00	5
Fire	A.3410.0303.0000.0000	Other Material & Supplies	140,000.00	(1,250.00)	138,750.00	5
Police	A.3120.0103.0000.3024	Overtime - Covid	0.00	14,291.00	14,291.00	6
Police	A.3120.0303.0000.3024	Other Material & Supplies - Covid	0.00	83,112.00	83,112.00	6
Fire	A.3410.0401.0055.0000	Utilities - Water / Sewer	0.00	7,500.00	7,500.00	7
Insurance	A.1910.0406.0000.0000	Insurance	387,524.00	20,000.00	407,524.00	7
Workers Compensation Admin.	A.1710.0409.0060.0000	Workers Compensation Admin.	41,040.00	540.00	41,580.00	7
Corporation Counsel	A.1420.0409.0003.0000	Bond & Note Expense	100,000.00	45,000.00	145,000.00	7
Contingency	A.1990.0418.0000.0000	Contingency	724,507.00	(73,040.00)	651,467.00	7
Total General Fund Budget Expenditure Increase				<u>467,003.00</u>		
Net Impact On General Fund				<u>0.00</u>		

* Or as previously amended

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GARBAGE 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) – Garbage Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer provides additional funding in the Garbage Fund for the hiring of temporary employees, funding for additional overtime for the rest of the fiscal year and to fund the accounts for clothing allowance pursuant to the CSEA contract.

Schedule A

ORD56

2020 Budget Transfer(s) – Garbage Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Health Insurance Admin	CL.1710.0409.0010.0000	Health Insurance Admin	3,143.00	638.00	3,781.00
Contingency	CL.1990.0418.0000.0000	Contingency	19,078.00	(18,838.00)	240.00
Residential Pickup	CL.8160.0101.0000.0000	Permanent Salaries	1,058,515.00	(40,000.00)	1,018,515.00
Residential Pickup	CL.8160.0102.0000.0000	Temporary Salaries	0.00	30,000.00	30,000.00
Residential Pickup	CL.8160.0103.0000.0000	Overtime	30,000.00	15,000.00	45,000.00
Residential Pickup	CL.8160.0107.0000.0000	Clothing Allowance	0.00	10,000.00	10,000.00
Municipal Pickup	CL.8170.0107.0000.0000	Clothing Allowance	0.00	1,600.00	1,600.00
Bulk Pickup	CL.8175.0107.0000.0000	Clothing Allowance	0.00	1,600.00	1,600.00
Net Impact On Garbage Fund				<u>0.00</u>	

* Or as previously amended

**ORDINANCE AUTHORIZING THE ALLOCATION OF NEIGHBORHOOD
IMPROVEMENT PROJECT FUNDS**

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

Section 1. \$10,000 has been allocated in the 2020 City of Troy budget for 2020 Neighborhood Improvement Projects.

Section 2. The City Council of the City of Troy, New York, having given due deliberation and consideration to the several applications presented for Neighborhood Improvement Projects, does hereby allocate the 2020 Neighborhood Improvement Projects according to the recommendations of the NIP Subcommittee, which shall be attached hereto by the Clerk and made a part hereof.

Section 3. This ordinance shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

**ORDINANCE APPROVING A GRANT OF EASEMENT TO NIAGARA MOHAWK
POWER CORPORATION AND VERIZON NEW YORK, INC.**

WHEREAS, Niagara Mohawk Power Corporation and Verizon New York, Inc., have asked the City of Troy to grant a perpetual Easement through City lands commonly identified as the Green Island Bridge parking lot at 401 River Street; and

WHEREAS, the location of the Easement is more fully described in the “Grant of Easement” with Easement Sketch attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the terms, conditions, and covenants of the Easement are stated in the attached Grant of Easement; and

WHEREAS, the immediate purpose of the Easement is to induce Niagara Mohawk to install a new 600 amp underground service and above-ground transformer that will supply the City’s new Marina with electric power; and

WHEREAS, Niagara Mohawk’s planned facilities, as well as the rights to use and maintain them within the Easement area, are reasonably consistent with the current uses of the surface lands and will greatly enhance the serviceability of the new Marina; and

WHEREAS, the Marina is a capstone element of the Troy Seawall Project that the City wants to bring to completion as soon as possible.

NOW, THEREFORE, the City of Troy, in City Council convened, hereby ordains and authorizes the Mayor to execute on the City’s behalf a Grant of Easement conforming to Exhibit “A” attached hereto.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This permanent Easement will transfer certain property rights in City owned lands located at 401 River Street (commonly identified as the Green Island Bridge parking lot) to Niagara Mohawk and Verizon. The purpose of the Easement is to induce Niagara Mohawk to install a new 600 amp underground service and above-ground transformer that will supply our new Marina with electric power. The planned underground conduit, as shown on the map, runs underneath the Green Island Bridge parking lot to the lot's center island, where the new transformer will be placed. The new transformer will be connected to already existing underground lines. Niagara Mohawk will own all of the power facilities it constructs, as well as the rights to use and maintain them within the granted Easement area in perpetuity. The planned facilities are consistent with the current uses of the surface lands and will greatly enhance the serviceability of the new Marina. The City's goal is to have the power up and running by Labor Day weekend in order to have a grand opening ribbon cutting with FEMA. The Marina is a capstone element of the long running Troy Seawall Project. The Project has been funded largely by FEMA and is fast approaching completion. As a practical consideration, the Marina needs to be completed in order to close out the job in order for FEMA to sign off on the City's reimbursement.

GRANT OF EASEMENT

CITY OF TROY of 433 River Street, Suite 5001, Troy, NY 12880 (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK INC.**, having an address of 140 West Street, New York, New York 10007 (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

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

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric and communication facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground lines, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

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

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

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

Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the **Rensselaer** County Clerk’s office in **Book: 1321 Page: 43** and consists of land described as being part of **Tax Parcel No. 101.37-1-1** of the City of **Troy**, County of **Rensselaer**, New York, commonly known as **401 River Street (Marina)**.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Work Request # 29645828**” which sketch is attached hereto as **Exhibit A** and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with **Exhibit A** hereto.

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

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy

of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

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

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

CITY of TROY

Signature of Grantor

Title

State of _____

County of _____

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

Notary Public

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

Name(s): _____

Address: 433 River Street, Suite 5001

Company: City of Troy

City/Village/Town: Troy

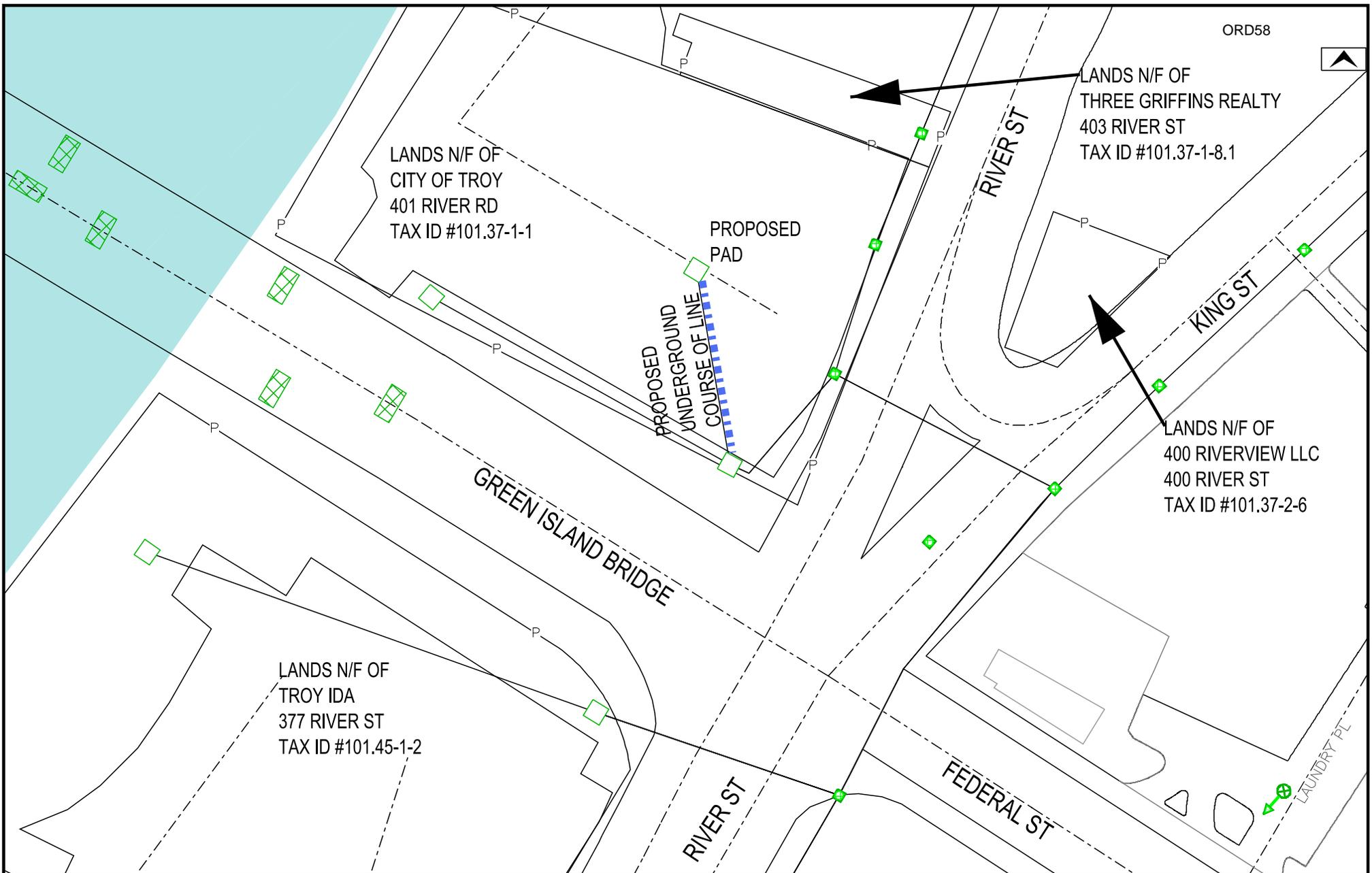
Title: _____

State: NY Zip Code: 12180

PLEASE RECORD & RETURN TO:

National Grid
Attention: Halina Gajewski, Supervisor
Real Estate Department
1125 Broadway
Albany, NY 12204

WR# 31-20-29645828 (7301)



EASEMENT #: 30-20-29645828

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Hien Nguyen
 DATE: 22 APR 2020
 WORK ORDER #: 31-20-29645828

PROPOSED INSTALLATION ON LANDS OF
 CITY OF TROY
 401 RIVER ST
 CITY OF TROY
 COUNTY OF RENSSELAER
 TAX PARCEL #101.37-1-1



**ORDINANCE AUTHORIZING A CREDIT FOR ANY PENALTY IMPOSED ON
PAYMENTS MADE TO THE CITY OF TROY TREASURER'S OFFICE ON
AUGUST 1, AUGUST 2, OR AUGUST 3, 2020**

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

- Section 1.** Troy City Charter § C-48 (E) requires that a penalty of 3% be added to unpaid taxes on the first day of each month succeeding the collection period until such taxes are paid.
- Section 2.** Because of certain programmed safety limits, the City's online payment collection service would not accept some tax payments on Friday, July 31, 2020, the last day of the penalty free collection period for the second installment of City property taxes.
- Section 3.** As a result, certain taxpayers who attempted to make timely payments online on July 31, 2020, were unable to pay their taxes.
- Section 4.** As a corrective measure in these unique circumstances, the Treasurer shall issue a credit for any penalty imposed on payments made to the City online or postmarked by regular mail on August 1, August 2, or August 3, 2020, but there shall be no credit for penalties imposed on payments made or postmarked after August 3, 2020.
- Section 5.** This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

On the evening of July 31, 2020 the City's payment website stopped accepting payments due to certain safety limits being exceeded. The limits are implemented by the site through discussions with the City for internal control measures.

This ordinance authorizes the Treasurer to issue a credit for the 3% interest penalty accrued on any account that makes payment on August 1st, 2nd or 3rd. This is needed for fairness to the taxpayers who attempted to pay but were shut out of the system. The second installment of property taxes was due and payable on July 31st.

**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 _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer provides funding required for the contract with Passport Labs, Inc. The City is purchasing a license to use their parking permit portal and software in order to implement a contactless payment and permitting system. A separate Resolution authorizing the contract is on the agenda.

Schedule A

ORD60

2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Parking	A.3320.0409.0000.0000	Consultant Services	115,000.00	9,400.00	124,400.00
Facilities	A.3320.0404.0068.0000	Repairs - Equipment	9,510.00	(9,400.00)	110.00
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

**RESOLUTION AUTHORIZING THE CITY OF TROY TO IMPOSE A SERVICE
CHARGE FOR RETURNED CHECKS**

WHEREAS, payments made by check to the City of Troy, New York are sometimes returned or declined for various reasons; and

WHEREAS, the City of Troy, New York incurs overhead costs related to the processing of returned checks and in notifying payors and reposting payments; and

WHEREAS, New York State General Municipal Law § 85 authorizes the local governing body to establish a charge for such an event.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Troy, New York shall henceforth charge a fee of \$20 for returned payments.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

Pursuant to New York State General Municipal Law § 85, the City Council may establish a service charge for check payments that are not honored. This Resolution sets the fee for such dishonored payments at \$20 per occurrence.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 2019/2020 STOP-DWI ENFORCEMENT CRACKDOWN AGREEMENT WITH THE COUNTY OF RENSSELAER

WHEREAS, the County of Rensselaer (“County”) has instituted a STOP-DWI Program by which it seeks to reduce the number of alcohol related motor vehicle accidents through a number of initiatives including special counter measure enforcement programs; and

WHEREAS, the County requests that the Troy Police Department conduct special DWI patrols within the City of Troy (“City”) to enforce State drinking and driving laws for both adult and underage drinkers who are operating motor vehicles; and

WHEREAS, pursuant to the proposed agreement, the County STOP-DWI Program will reimburse the City for the cost of conducting such special DWI enforcement patrols that coincide with the NYS recognized DWI Enforcement Crackdown dates up to a cap of \$6,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into a 2019/2020 STOP-DWI Enforcement Crackdown Agreement with the County in substantial conformance with the agreement attached hereto.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

It is a well-known fact that a significant number of motor vehicle accidents, including a number of tragic fatal accidents, are the result of persons, both adult and underage, consuming alcohol and then operating motor vehicles with their operating abilities significantly impaired as a result of their alcohol consumption. In order to take steps to reduce the number of alcohol-related accidents, The County of Rensselaer ("County") instituted a STOP-DWI Program that utilizes various measures to deal with this problem. One such measure is the utilization of special DWI enforcement patrols throughout the County.

In connection with its STOP-DWI Program, the County has requested that the City participate in the program by having the Troy Police Department conduct such special DWI enforcement patrols within the City on dates that coincide with the NYS recognized DWI Enforcement Crackdown dates. Pursuant to this agreement, the County will reimburse the City for costs associated with these DWI patrols up to a cap of \$6,000. The presence of these special DWI patrols and resultant enforcement actions will hopefully deter both adult and underage drinkers from engaging in alcohol consumption prior to the operation of motor vehicles.

It is recommended that the City Council pass this resolution authorizing the Mayor to enter into this agreement with the County.

STOP-DWI ENFORCEMENT CRACKDOWN AGREEMENT

THIS AGREEMENT (“Agreement”) made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the “County”, and City of Troy located at 433 River Street, Troy, NY, 12180, hereinafter called the “Participant”. County and Participant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties are interested in enforcing DWI laws and in decreasing number of alcohol related motor vehicle accidents through special countermeasure enforcement programs; and

WHEREAS, this goal can be accomplished by increasing public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, by increasing enforcement to deter the motoring public from driving while impaired, and by enforcing alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:

- a. The officers must have completed basic training (Municipal Police Training Council School); and
- b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.

2. The Special DWI patrols will coincide with the NYS recognized DWI Enforcement Crackdown Dates as follows:

Halloween - October 31 – November 3, 2019

Thanksgiving - November 27 – December 1, 2019

Holiday Season - December 11 – January 1, 2020

Super Bowl - January 31 – February 3, 2020

St. Patricks’ Day - March 13 - March 18, 2020

Memorial Day - May 22 – 26, 2020

4th of July - July 3 – July 6, 2020

Labor Day - August 19 – September 7, 2020

3. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County STOP-DWI Director within 15 days of each detail on forms that will be provided by the County.

4. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be

used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.

5. The Participant may only use STOP-DWI Enforcement Crackdown funding under this Agreement for the crackdown dates listed in Section 2. Should a positive balance exist at the termination of this Agreement those funds will be forfeited and expired.

6. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$6,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

7. The County STOP-DWI Director may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

8. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

9. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

10. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

11. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

12. The term of this Agreement begins on October 31, 2019 and ends on September 7, 2020.

13. The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

14. The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

15. The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 2020 STOP-DWI ENFORCEMENT AGREEMENT WITH THE COUNTY OF RENSSELAER

WHEREAS, the County of Rensselaer (“County”) has instituted a STOP-DWI Program by which it seeks to reduce the number of alcohol related motor vehicle accidents through a number of initiatives including special counter measure enforcement programs; and

WHEREAS, The County requests that the Troy Police Department conduct special DWI patrols within the City of Troy (“City”) to enforce State drinking and driving laws for both adult and underage drinkers who are operating motor vehicles; and

WHEREAS, pursuant to the proposed agreement, the County STOP-DWI Program will reimburse the City for the cost of conducting such special DWI enforcement patrols up to a cap of \$10,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into a 2020 STOP-DWI Enforcement Agreement with the County in substantial conformance with the agreement attached hereto.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

It is a well-known fact that a significant number of motor vehicle accidents, including a number of tragic fatal accidents, are the result of persons, both adult and underage, consuming alcohol and then operating motor vehicles with their operating abilities significantly impaired as a result of their alcohol consumption. In order to take steps to reduce the number of alcohol-related accidents, The County of Rensselaer ("County") instituted a STOP-DWI Program that utilizes various measures to deal with this problem. One such measure is the utilization of special DWI enforcement patrols throughout the County.

In connection with its STOP-DWI Program, the County has requested that the City participate in the program by having the Troy Police Department conduct such special DWI enforcement patrols within the City. Pursuant to this agreement, the County will reimburse the City for costs associated with these DWI patrols up to a cap of \$10,000. The presence of these special DWI patrols and resultant enforcement actions will hopefully deter both adult and underage drinkers from engaging in alcohol consumption prior to the operation of motor vehicles.

It is recommended that the City Council pass this resolution authorizing the Mayor to enter into this agreement with the County.

STOP-DWI ENFORCEMENT AGREEMENT

This Agreement (“Agreement”) is made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the “County” and City of Troy located at 433 River Street, Troy, NY 12180, hereinafter called the “Participant”. County and Participant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, County wishes to establish and administer, and Participant wishes to participate in, a special countermeasure enforcement program for enforcing existing Driving While Intoxicated “DWI” laws and decreasing the number of alcohol related motor vehicle accidents; and

WHEREAS, the program will strive to increase public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, increase enforcement to deter the motoring public from driving while impaired, and enforce alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:
 - a. The officers must have completed basic training (Municipal Police Training Council School); and
 - b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.
2. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County within 15 days of each detail on forms that will be provided by the County.
3. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.
4. Participant may only use STOP-DWI Enforcement funding under this Agreement for DWI patrols and underage drinking enforcement for the term of this Agreement. If during the term of this Agreement Participant incurs total expenses less than the not-to-exceed amount in Section 5, then County is not required to pay the unused funding amount to Participant.
5. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than \$10,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

6. The County may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

7. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

8. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

9. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

10. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

11. The term of this Agreement begins on January 1, 2020 and ends on December 31, 2020.

12. Non-Discrimination

The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. Federal, State and Local Law and Regulations Compliance

The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. Disclosure

The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering

into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

Madden
Patrick-Mayor

Digitally signed by Madden Patrick-
Mayor
Date: 2019.12.12 14:08:56 EST
Reason: Vendor
Location: ,

**RESOLUTION OF THE CITY OF TROY, NEW YORK AMENDING CERTAIN PRIOR BOND
RESOLUTIONS RELATING TO THE COMBINED SEWER OVERFLOW LONG TERM
CONTROL PLAN**

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

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

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

WHEREAS, the City entered into the Intermunicipal Agreement to provide for the implementation of the LTCP by the City and the other Albany Pool Communities and to authorize the financing of all, or a portion, of the costs of the LTCP pursuant to the issuance of debt by the Albany Pool Communities; and

WHEREAS, the City Council, on February 5, 2015, adopted Bond Resolution No. 5 of 2015 entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF \$3,537,411 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN"; and

WHEREAS, the City Council, on March 28, 2016, adopted Bond Resolution No. 26 of 2016 entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$510,391 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN"; and

WHEREAS, the City Council, on July 6, 2017, adopted Bond Resolution No. 56 of 2017 entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$23,737,191 SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN"; and

WHEREAS, the City Council now desires to amend Bond Resolution No. 5 of 2015, Bond Resolution No. 26 of 2016, and Bond Resolution No. 56 of 2017 (collectively, the "Prior Bond Resolutions"), to clarify the description of the objects or purposes to be financed with proceeds of obligations to be issued pursuant to the Prior Bond Resolutions.

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

Section 1. The first sentence of Section 2 of each of the Prior Bond Resolutions is hereby amended to read as follows (additional/new text is underscored):

For the specific object or purpose of implementing the LTCP, the City is hereby authorized to undertake the following project described in the LTCP: the reconstruction of the City's sewer system, including, but not limited to, purification or disposal plants or buildings, land or rights in land, including, but not limited to, Partition Street/Broadway sewer and drain facilities and Cross Street sewer outfall and trunk sewer lines in the City, and improvements to sewer facilities located in the other Albany Pool Communities to implement the LTCP including, but not limited to, sewer improvements relating to the Beaver Creek Clean River Project in the City of Albany including improvements to the Third Avenue sewer, screening improvements at the City of Albany's South Plant and planning design and construction of a satellite facility in Lincoln Park, and other sewer improvements in the Albany Pool Communities, to eliminate the discharge of untreated sewage entering the Hudson River, necessary site work and the acquisition and installation of equipment, machinery and apparatus required for the foregoing purpose.

Section 2. Except as otherwise amended in Section 1 hereof, there is no other change to the Prior Bond Resolutions and the Prior Bond Resolutions are hereby ratified and affirmed.

Section 3. This resolution shall take effect immediately upon its adoption.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This is an **amendment** to three (3) prior bond resolutions approved by then respective Troy City Council pertaining to the Combined Sewer Overflow (“CSO”) Project. This project is financed through the New York State Environmental Facilities Corporation (“EFC”) and the City closes on tranches of financing to drawdown on in various year blocks for this project.

The City has been working with EFC throughout 2020 to establish a closing date for the next round of financing for the project. This financing includes the City’s share for work being done in the City of Albany. Due to the way all the bond resolutions were written EFC has, after multiple conversations, requested that City amend all resolutions herein. The amendment clarifies language for various projects within the CSO Project and also adds language for future projects the City is committed to.

This amendment has been reviewed prior to presentation to the City Council by both the City’s bond counsel and the counsel for EFC. To our understanding no further amendments will be needed as part of this project.

**BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE
ISSUANCE OF \$1,600,000 SERIAL BONDS TO FINANCE THE RECONSTRUCTION
AND IMPROVEMENT OF A CITY PARKING GARAGE**

BE IT RESOLVED by the City Council of the City of Troy, New York (the "City") as follows:

Section 1. The City is hereby authorized to undertake the reconstruction and improvement of an existing municipal parking garage in and for the City, including original equipment, machinery, furnishings, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at an estimated maximum cost of \$1,600,000.

Section 2. The plan for financing such estimated maximum cost shall be by the issuance of \$1,600,000 in serial bonds (the "Bonds") of the City, which are hereby authorized to be issued pursuant to this resolution.

Section 3. The City's engineer has determined that the useful life of the aforesaid class of objects or purposes is at least fifteen (15) years. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen (15) years pursuant to paragraph 35 of Section 11.00(a) of the Local Finance Law.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's General Fund. It is intended that the City shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2. Other than as specified in this resolution, no moneys are reasonably expected to be, received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the City's Comptroller, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions previously or heretofore adopted by the City Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the bonds, including the dated date of the bonds, the use of electronic bidding, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 10. The City may receive certain federal and New York State grant funds for the capital purposes described in Section 1 of this resolution. Any such grant funds shall be applied to pay the principal or interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds or to the extent obligations shall not have been issued under this resolution, to reduce the maximum amount to be borrowed for such capital purposes.

Section 11. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. The City Comptroller, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12, as amended.

Section 13. This resolution, or a summary of this resolution, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 14. This resolution is not subject to a mandatory or permissive referendum.

Section 15. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 16. No Bonds, or bond anticipation notes to be issued in anticipation of the Bonds, shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the "Act"), shall have first reviewed and commented on the issuance of the Bonds and any bond anticipation notes to be issued in anticipation of the Bonds in accordance with the requirements of the Act.

Section 17. This resolution shall take effect immediately upon its adoption.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This is an amended bond resolution in the amount of \$1,600,000 for improvements to the State Street Garage. Previously the City Council had tabled a resolution in the amount of \$2,000,000; however after such tabling the project budget and funding options were reviewed and the above amount was determined acceptable. The project can be completed within this amount by:

1. A decreased contingency for the total project
2. The use of a \$200,000 bond resolution ***previously approved*** as part of the 2020 General Fund Capital Plan that was to be used for other improvements to DPW Facilities.
3. The use of a \$175,000 bond resolution ***previously approved*** as part of the 2017 General Fund Capital Plan that was being used for the engineering costs of this project and the remaining balance would be used for construction. The amount remaining is approximately \$84,000.

While there are other projects that are in need of improvements through the previously passed bond resolutions it is imperative that the work be done to improve the State Street Garage to preserve an existing investment and revenue stream; and to decrease future costs.

An analysis has been completed and attached hereto in which the revenue generated from the average parking spaces sold in early 2020 would cover the debt payments associated with a bond resolution in the amount of \$1,600,000 along with the current operating expenses of this garage.

City of Troy, New York
State Street Garage Financial Analysis

Current Fee Structure				
Year	Total Revenue	Total Debt Expense	Total Operating Expense	Net Profit (Loss)
2021	162,000	16,000	25,999	120,001
2022	162,000	101,000	25,999	35,001
2023	162,000	102,650	25,999	33,351
2024	162,000	104,275	25,999	31,726
2025	162,000	108,375	25,999	27,626
2026	162,000	135,802	25,999	198
2027	162,000	135,802	25,999	199
2028	162,000	135,802	25,999	198
2029	162,000	135,802	25,999	198
2030	162,000	135,802	25,999	198
2031	162,000	135,802	25,999	199
2032	162,000	135,802	25,999	198
2033	162,000	135,802	25,999	199
2034	162,000	135,802	25,999	198
2035	162,000	135,802	25,999	199

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$3,300,000 IN
REVENUE ANTICIPATION NOTES OF THE CITY OF TROY, RENSSELAER
COUNTY, NEW YORK IN ANTICIPATION OF THE RECEIPT OF CERTAIN
REVENUE DUE DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020**

BE IT RESOLVED by the City Council of the City of Troy, Rensselaer County, New York (the "City") as follows:

Section 1. There are hereby authorized to be issued Revenue Anticipation Notes (the "Notes") of the City in anticipation of the receipt of moneys to be received from the State of New York, the United States government, and/or from Rensselaer County as a portion of the distribution of the County sales and compensating use tax, which are due during the City's fiscal year ending December 31, 2020 (the "Revenue").

Section 2. The amount of such Revenue estimated in the City's 2020 annual budget which is uncollected on the date of this resolution exceeds \$3,300,000.

Section 3. The maximum amount of Notes authorized to be issued is up to \$3,300,000.

Section 4. The Notes shall be of such amount, terms, form and content, and shall be sold in such manner as may be prescribed by the City Comptroller, the chief fiscal officer of the City, consistent with the provisions of this resolution and the Local Finance Law.

Section 5. Pursuant to the authority delegated in this resolution, the City Comptroller may issue Notes during the City's 2020 fiscal year in an amount not in excess of the difference between the amount of uncollected or unreceived Revenue and the amount of any outstanding revenue anticipation notes previously issued in anticipation of the collection or receipt of the Revenue.

Section 6. The period of maturity of the Notes shall not exceed one year. The Notes may be renewed from time to time, but each renewal shall be for a period not exceeding one year and in no event shall the Notes, or the renewals thereof, extend beyond the close of the second fiscal year succeeding the fiscal year in which the Notes are issued. The Notes shall not be renewed in an amount in excess of the difference between the amount of uncollected or unreceived Revenue and the amount of any other outstanding revenue anticipation notes issued in anticipation of the collection or receipt of such Revenue.

Section 7. The faith and credit of the City shall be and are hereby pledged for the punctual payment of the principal of and interest due on the Note as the same shall become due and payable.

Section 8. No Notes shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the "Act"), shall have first reviewed and

commented on the issuance of the Notes to the extent required by, and in accordance with the requirements of, the Act.

Section 9. This resolution shall take effect immediately upon its adoption.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This resolution authorizes the issuance in an amount not to exceed \$3,300,000 in Revenue Anticipation Notes (“RAN”) due to the financial losses created by the Covid-19 pandemic. As has been previously discussed with the City Council this is the third step in the approach being taken predicated on federal aid being approved.

This is being presented to the City Council now in advance of federal legislation being approved so that the City will be able to go to the market and issue the notes as needed upon the federal aid being approved. It is important to note that this will only be issued if and when federal legislation is approved to provide assistance to local municipalities. This resolution lapses as of December 31, 2020; therefore it is only available for use this year. This is the first step of multiple layers of work that needs to be completed in order to issue a RAN. The City Comptroller’s Office will keep both the City administration and City Council aware if and when the RAN is issued and the steps being taken in between. This approval enables the City to be as prepared as possible in the event federal aid is approved.

**RESOLUTION ACCEPTING THE RUBIN FOUNDATION GRANT
AS AWARDED BY THE LOUIS & HORTENSE RUBIN
COMMUNITY FELLOWS PROGRAM**

WHEREAS, during the period of time between January and May of 2020, the City of Troy, NY, in conjunction with Sage Colleges, applied for the Rubin Foundation's Grant for the proposal entitled "Leveraging Community Partnerships to Create Educated Consumers from the Ground Up"; and

WHEREAS, in June of 2020, the City's Recycling Coordinator was notified of receipt of said award in the amount of \$14,500; and

WHEREAS, the grant being proposed to the City Council was prepared in accordance with municipal laws and ordinances; and

WHEREAS, by virtue of meetings, webinars, interviews and conference calls, all solid waste board members were afforded an opportunity to be heard and comment upon the proposed grant; and

WHEREAS, the funding endorses and supports the goals, principals, policies and standards upon which proposals for the immediate and long-range diversion and beneficial use of materials and decrease of solid waste volume generated by the city are based; and

WHEREAS, the grant will be used to pay subscription costs for computer software that will answer citizens' questions regarding how to recycle or dispose of unwanted materials properly, and for other outreach programs designed to educate the public about environmentally responsible disposal methods.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby accepts the grant of funds as it will have a positive impact on the environment and economy of the City, its residents, and businesses; and

BE IT FURTHER RESOLVED, that the City Council hereby accepts the funds awarded by the Louis and Hortense Rubin Community Fellows Program on behalf of the citizens of Troy, with gratitude and appreciation; and

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

Memo in Support

In April of 2020, the Solid Waste Advisory Board's educational outreach sub-team began investigating options for educational outreach to the community regarding solid waste and recycling protocol, information and overall engagement. Making the consideration to utilize software as part of our educational outreach was accelerated by the COVID pandemic, as prior to that it was our intention to do direct, in-person outreach with information highlighted on our website. For the 2020 calendar year, we received grant funding from DEC to fund 50% of any outreach done by the City, up to \$49,000.

During this period of time, an additional grant was applied for (Rubin Foundation, affiliated with Sage Colleges) and an initial approval of the proposal was accepted. Although the requested funding amount was reduced by the fiscal strain of the pandemic, we were notified of receipt of grant award in the amount of \$14,500 on June 24th, 2020. Of these award funds, \$7,000 is directly allocated to the annual subscription costs for software solutions.

The balance of subscription costs would be divided equally between the City and DEC and will be between \$1000-\$2500 dependent on the extent of "data transformation" they are required to do to have our information imported correctly into the system.

Since the awarded grant will straddle 2020-2021, the City will work with the selected vendor to parse out the grant equally between the two years.

After the grant period has been completed, the annual costs would be approximately \$7,800 for the software and would be 50% grant-funded by DEC as part of the MWRR grant, thus resulting in a net-cost to the City of \$3,900 annually.

The sub-committee conducted extensive interviews, attended webinars and had numerous conference calls with both Recycle Coach and ReCollect, which were the two "finalists" after considering many options. A comparison of these two products highlighted advantages in both product knowledge of the sales and service force by ReCollect, as well as greater opportunities for data-mining by the City and multi-modal interfaces for the resident and business users.



THE LOUIS & HORTENSE RUBIN
COMMUNITY FELLOWS PROGRAM

RES78

Renee K. Panetta
Recycling Coordinator
Troy City Hall
433 River Street, Suite #5001
Troy, NY 12180

June 24, 2020

Ref: Leveraging community partnerships to create educated consumers from the ground up

Dear Renee,

It is my great pleasure to inform you that your above-referenced project has been approved by the Rubin Community Fellows Program in the amount of \$14,500. The Program is always appreciative of collaborative efforts with sustainable future outcomes. We look forward to learning of the results of your efforts!

Frederick Alm

Program Director
Rubin Community Fellows Program
Office of the Provost
The Sage Colleges
65 First St.
Troy, NY 12180

CC:

Emilly Obuya, PhD
Associate Professor
Department of Chemistry and Biochemistry
The Sage Colleges

Theresa Hand, OTD, OTR/L, CHT
Provost
The Sage Colleges

**RESOLUTION OF TROY CITY COUNCIL AUTHORIZING
THE CHANGE OF TRAFFIC DIRECTION ON JACOB STREET
BETWEEN RIVER AND KING STREETS**

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on Jacob Street between River Street and King Street, from one-way west-bound, to one-way east-bound.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

**RESOLUTION OF TROY CITY COUNCIL AUTHORIZING
THE CHANGE OF TRAFFIC DIRECTION ON STATE STREET
BETWEEN FIRST AND THIRD STREETS**

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on State Street between First Street and Third Street, from one-way east-bound, to a two-way east and west-bound traffic pattern.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel



Wm. Patrick Madden
Mayor

Steven Strichman
Commissioner of Planning &
Economic Development

Monica Kurzejeski
Deputy Mayor

**Department of
Planning & Economic Development**
City Hall
433 River Street
Troy, New York 12180

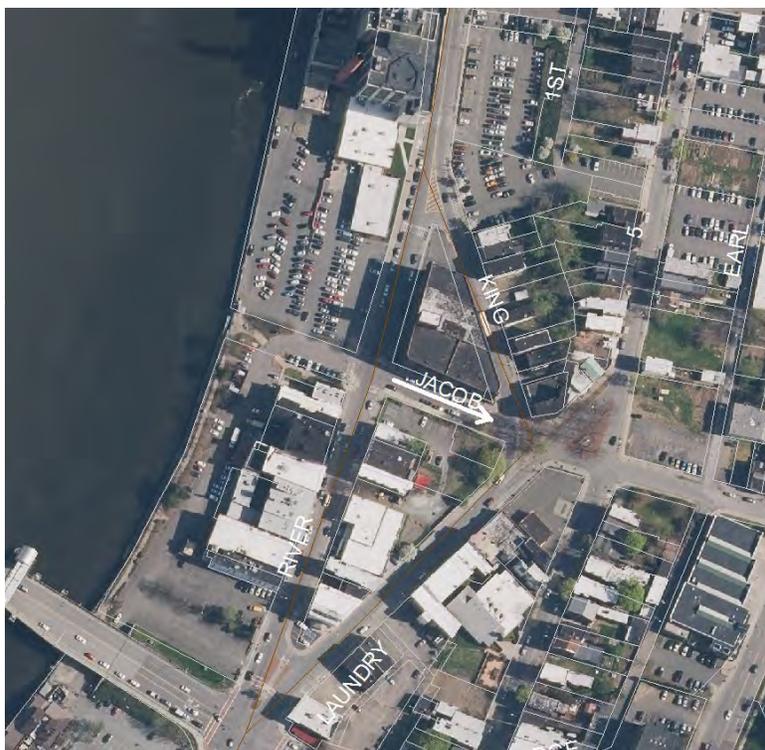
Phone: (518) 279-7166
Fax: (518) 268-1690
Steven.Strichman@troyny.gov

To: City Council
From: Steven Strichman, Commissioner of Planning and E.D.
Date: 6/4/2020
Re: Call for Public Hearings:
Jacob St. – change from one-way west to one-way east between River and King Streets
State St. – change from one-way to two-way between First and Third Streets
South River St. – change from two-way to one-way north between Main and Polk Streets.

JACOB STREET

The Trail extension from Riverfront Park north, behind the Dinosaur and Restaurant Row has resulted in a one-way north to Jacob Traffic flow behind Ryan's/Browns. Jacob Street west of River Street is two-way, but it is logical to change the direction of Jacob between River and Kings from one-way west to one-way east to facilitate vehicles exiting from the restaurants, TRIP and others.

This also makes reduces congestion at the Federal Street intersection, by not making north bound vehicles head south to make the u-turn. The change was reviewed and approved by Clough Harbors, pending some clearing to improve visibility when entering King Street, which will be taken care of by the Vecino Group. One way allows for parking/loading to remain on both sides of King.



STATE STREET

In order to facilitate traffic flow downtown, Clough Harbors evaluated continuing the two-way traffic that currently exists on State Street between Front Street and 1st Street, two blocks further east to 3rd Street. This helps with circulation during the farmers market, creates opportunities for occasional closing of Broadway, and at all times facilitates navigation to the River Street Parking Garage.



SOUTH RIVER STREET

As part of the South Troy Industrial Road project, improvement on Main Street that cross the CSX rail line, required a public hearing by the State of New York. The improvements to the crossings were approved, but one on the stipulations was that South River Street be converted to one-way north, because of its proximity to the rail crossing. Much of the traffic going south-bound, is cut-through traffic heading to other locations, so this will be an improvement for residents in the area, with the small inconvenience of having to access property from Main Street.



June 10, 2020

Steven Strichman
Commissioner of Planning & Economic Development
Troy City Hall
433 River St., Suite 5001
Troy, NY 12180

**Re: PIN: 1751.59, South Troy Industrial Park Road – Phase I; Modification to South River Street
City of Troy, Rensselaer County, CM110232**

Dear Mr. Strichman,

With regards to the Main Street CSXT at-grade rail crossing (USDOT #5086675) and the associated conditions within the NYSDOT Office of Modal Safety & Security Report & Order of January 8, 2020, Creighton Manning Engineering, LLP (CM) is requesting the City progress with the conversion of South River Street (from Main Street to Polk Street) to One-Way northbound. As documented in the Order, the only other option is a closure of the Main Street/South River Street intersection.

Creighton Manning recommends the One-Way conversion option over the full intersection closure to maintain access to the properties fronting South Main Street without creating a dead end street. The conversion will improve safety at Main Street, at the at-grade rail crossing, and provide sufficient room to install the modern signalization equipment to be installed by NYSDOT and the City.

Please feel free to contact me if you have any questions or require additional information regarding this request.

Regards,
Creighton Manning Engineering, LLP


Jeffrey W. Pangburn, PE
Project Manager

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**RESOLUTION OF TROY CITY COUNCIL AUTHORIZING
THE CHANGE OF TRAFFIC DIRECTION ON SOUTH RIVER STREET
BETWEEN MAIN AND POLK STREETS**

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on South River Street between Main Street and Polk Street, from two-way north and south-bound, to one-way northbound.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel



Wm. Patrick Madden
Mayor

Steven Strichman
Commissioner of Planning &
Economic Development

Monica Kurzejeski
Deputy Mayor

**Department of
Planning & Economic Development**
City Hall
433 River Street
Troy, New York 12180

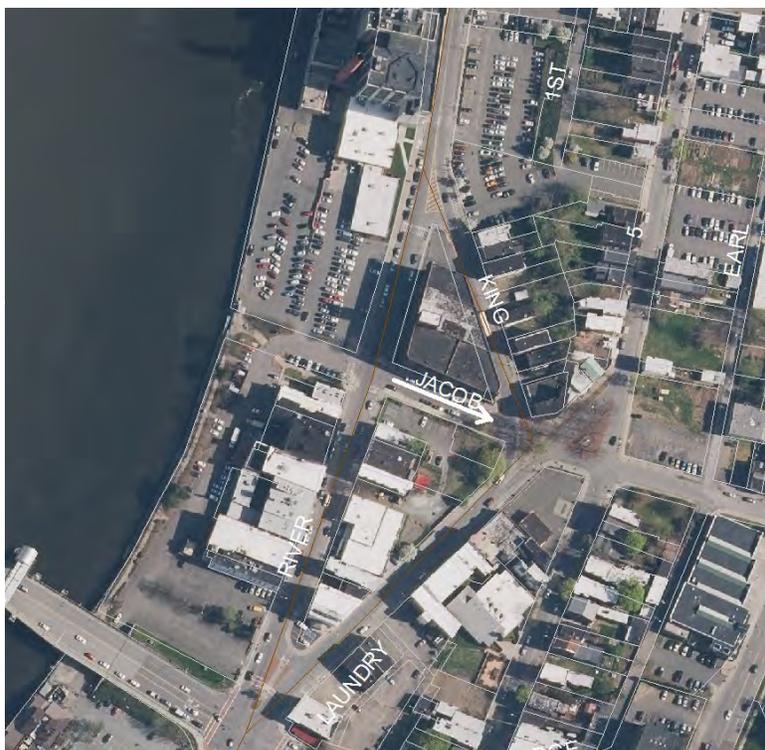
Phone: (518) 279-7166
Fax: (518) 268-1690
Steven.Strichman@troyny.gov

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Wm. Patrick Madden
Mayor

Steven Strichman
Commissioner of Planning &
Economic Development

Monica Kurzejeski
Deputy Mayor

**Department of
Planning & Economic Development**
City Hall
433 River Street
Troy, New York 12180

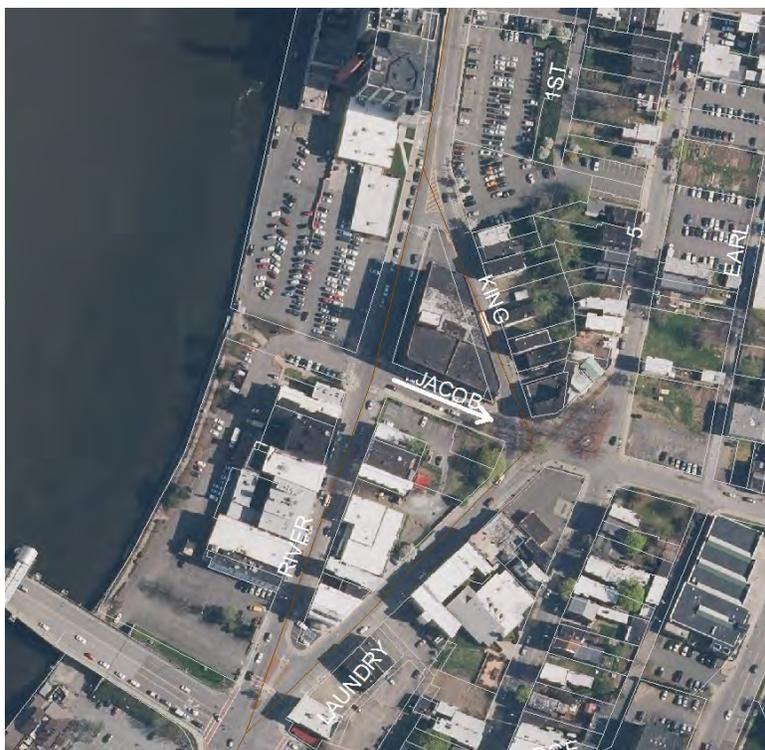
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**RESOLUTION APPROVING THE CITY CLERK'S APPOINTMENT
OF SHARON WELLS AS ASSISTANT TO THE CITY CLERK
AND SETTING THE WAGES OF THE ASSISTANT TO THE CITY CLERK**

BE IT RESOLVED, that pursuant to § C-6 of the City Charter, the City Clerk's appointment of Sharon Wells as Assistant to the City Clerk is hereby confirmed, and the wages of the Assistant to the City Clerk shall be set at the rate of \$17.00 per hour, not to exceed \$15,000.00 per year.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

**RESOLUTION SUPPORTING THE CHAPTERING OF NEW YORK STATE
LEGISLATURE BILL A.9952B/S.7880B TO PROHIBIT THE INCINERATION OF
FIREFIGHTING FOAM CONTAINING PER- AND POLYFLUOROALKYL
SUBSTANCES (PFAS) IN COHOES**

WHEREAS, in February of 2020 documents obtained through a Freedom of Information Act Request demonstrated that the company Tradebe had contracted with the United States Department of Defense to incinerate aqueous film forming foams (AFFF) that contain per- and polyfluoroalkyl substances (PFAS); and

WHEREAS, Tradebe sent AFFFs containing PFAS to its Norlite Plant in Cohoes, New York, beginning in 2018; and

WHEREAS, The Norlite Plant then reportedly burned two million pounds of AFFFs containing PFAS in its kilns; and

WHEREAS, AFFFs containing PFAS are specifically designed to suppress fire and PFAS compounds reflect properties of heat resistance; and

WHEREAS, the federal Environmental Protection Agency in its “Technical Brief on Per- and Polyfluoroalkyl Substances (PFAS): Incineration to Manage PFAS Waste Streams” in February of 2020 stated that “PFAS compounds are difficult to break down due to fluorine’s electronegativity and the chemical stability of fluorinated compounds. Incomplete destruction of PFAS compounds can result in the formation of smaller PFAS products, or products of incomplete combustion (PICs), which may not have been researched and thus could be a potential chemical of concern” and concluded that “the effectiveness of incineration to destroy PFAS compounds and the tendency for formation of fluorinated or mixed halogenated organic byproducts is not well understood.”; and

WHEREAS, PFAS compounds have been found through scientific research to be persistent, bioaccumulative, toxic, and immunosuppressive; and

WHEREAS, among other known impacts and risks associated with PFAS exposure, the C8 Science Panel’s series of studies involving over 69,000 people living in areas contaminated by PFAS, found links between PFAS exposure and ulcerative colitis, thyroid disease, high cholesterol, pregnancy induced hypertension, testicular cancer, prostate cancer, and kidney cancer; and

WHEREAS more recent studies have also demonstrated that PFAS exposure impacts human fertility, fetal growth, and the development of immune-responses in infants and children; and

WHEREAS, Troy may have already been impacted by previous burning and would likely be impacted by the continued burning of AFFFs containing PFAS at the Norlite facility in Cohoes. Emissions of PFAS have been documented to be wind transported over long distances and recent

research has demonstrated that soil and water near the Norlite facility is contaminated with ten PFAS compounds, where the levels of PFAS were twice as high downwind from the facility; and

WHEREAS, Troy is a close distance to Cohoes and the prevailing winds that generally move from west to east towards Troy, make it more likely that Troy would be impacted by any PFAS emissions from the Norlite facility if it is allowed to continue burning PFAS. The North Central neighborhood is just across the Hudson River from the Norlite facility, which sits less than two miles from Troy City Hall; and

WHEREAS, the City of Troy, New York is a city that values the health and well-being of all its residents and of those residents of surrounding communities; and

WHEREAS, the City Council believes there is a need for an urgent and immediate response to ensure the health of Troy's residents and their neighborhoods moving forward; and

WHEREAS, the State Senate and Assembly sagely and unanimously passed A.9952B/S.7880B on June 9th; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of Troy does hereby support and urge the Governor to sign into law A.9952B/S.7880B to immediately ban the burning and incineration of firefighting foams in the neighboring city of Cohoes; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to transmit a certified copy of this resolution to N.Y.S. Governor Andrew M. Cuomo.; N.Y.S. Senators Neil Breslin and Daphne Jordan; N.Y.S. Assembly Members John McDonald and Jacob Ashby.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

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

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the applications attached hereto and made a part hereof, Commissioners of Deeds for the City of Troy for two-year terms running from August 7, 2020 through August 6, 2022.

Stephanie Lynn Reiser
473 Croll Road
Valley Falls, New York 12185

Sharon Wells
386 8th Street
Troy, NY 12180

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel



COMMISSIONER OF DEEDS
Application for Appointment

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

I, Stephanie Lynn Reiser (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 at least 18 years of age and
- 3. Check one:

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

B. I maintain an office or place of business in the City of Troy, at (print address):
80 Second Street (District Attorney's office) Troy, New York.

And I maintain my fixed and permanent residence at (print address):
473 Croll Rd in
Valley Falls (town/village) in Rensselaer County.

Signature: [Handwritten Signature]

On July 16, 2020, before me appeared Stephanie Reiser, 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.

[Handwritten Signature]
Notary Public or Commissioner of Deeds
BRIAN D ROSSITER
Commissioner of Deeds, City of Troy
Cert. Filed in Rensselaer County
Commission Expires on 3/12
Date 7/16/2020

Return this form with proof of residence and, if required, proof of employment 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
- Recent pay stub

APPROVED:
[Handwritten Signature]
City Clerk

7/20/20
Date



COMMISSIONER OF DEEDS
Application for Appointment

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

I, Sharon Wells (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 at least 18 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
386 8th Street, Troy, NY 12180, 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: Sharon Wells

On July 20, 2020, before me appeared Sharon Wells, 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.

Julie Huff 07/20/2020
Notary Public or Commissioner of Deeds Date

Return this form with proof of residence and, if required, proof of employment 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
- Recent pay stub

APPROVED:
[Signature]
City Clerk

7/20/20
Date

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH PASSPORT LABS, INC.**

WHEREAS, the City has been exploring options for contactless payments for parking meters and parking permits; and

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) issued a Request for Proposal and awarded a contract to Passport Labs, Inc., for a digital permit portal and mobile payment system; and

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) included language authorizing other government entities to use this contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor to enter into an agreement with Passport Labs, Inc. for a digital permit portal and mobile payment system for one (1) year with the option to extend or cancel upon and in accordance with the terms attached hereto and made a part thereof.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

There are currently parking meters in place throughout the City that require a visitor to physically pay at the parking kiosk with either cash or credit card. Implementing a mobile payment system will allow visitors in the City to pay the parking fee through a mobile app without having to go to the parking kiosk. This will create more efficiency for the user, as well as provide a contactless payment option for them.

The Treasurer's Office currently accepts payments for monthly parking permits. Payments can be made in person, over the phone, or through the mail. At present, there is no online option to pay or be placed on a waiting list for a parking space. The digital permit portal from Passport Labs, Inc., will allow customers to make an electronic payment, apply for a permit electronically, and be added to a waiting list electronically. The system now in place for parking permits is very manual and outdated and is not efficient. This new system will increase efficiencies for both the user and City employees, as well as offer a contactless payment option.

Both of these systems will allow the Parking Enforcement Officers to electronically correlate license plates with permits before issuing tickets. The officers will no longer have to search for a piece of paper on a dashboard or a hangtag on a rearview mirror to determine if there is a valid parking permit. This will also greatly increase efficiency with enforcement.

This contract will help the City move towards more contactless payments during a time when it is very much needed due to the COVID-19 pandemic, as well as introduce up to date technology to the City's visitors - technology that is already in place in many other municipalities.

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of August 7, 2020 (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and the City of Troy, New York ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties."

Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's

employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties

that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such

development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. If applicable, Customer shall reimburse Passport for any pre-approved travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport. Parking Permit payments can still be made directly to Customer by mail and in person at City Hall. Parking Meter payments can still be made at the parking meter itself by cash or credit card. All such sales and payments are excluded from this Agreement.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport shall serve as the Merchant Services Provider in connection with the provision of the Passport System at the rates indicated in the Order Form. Customer will be

responsible for paying all merchant processing costs, including, without limitation, chargeback fees, settlement fees and interchange reimbursement fees.

15. **RESERVED.**

16. **SHIPMENT AND DELIVERY**

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. **TERM AND TERMINATION**

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew. Either party may terminate this agreement with or without cause, subject to the terms contained in section 17.2.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within thirty (30) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach. **Should the City of Troy elect to terminate this agreement for cause, the Customer will notify Passport thirty (30) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail.**

17.2.3. **The Customer reserves the right to terminate this agreement at any time upon ninety (90) days written notice to Passport.**

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make

payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE

OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S CONTRACTUAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN NEGLIGENCE OR OTHER FAULT, AND SHALL DEFEND AND INDEMNIFY THE OTHER FROM ALL CLAIMS ARISING THEREFROM. LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CLAIMS OF END USERS OR THIRD PARTIES.

20.3. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in

writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card

Industry Data Security Standards (“PCI-DSS”): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Passport may sublicense PII to Customer under certain conditions (including but not limited to Customer’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer’s internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer’s provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a “Dispute”), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be venued exclusively in Rensselaer County in the state of New York or in the U.S. District Court Northern District of New York and the parties expressly submit to and consent that the courts and authorities of the state of New York or the U.S. District Court Northern District of New York will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the fifth (5th) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address

set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

[continued next page]

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com
Attn: Khristian Gutierrez

With a hard copy to General Counsel
and by email to
legal@passportinc.com

If to Customer:

City of Troy, New York
433 River Street, Suite
5001
Troy, NY 12180
Monica.kurzejeski@troyny.gov

Attn: Monica Kurzejeski, Deputy Mayor

With a hard copy to Corporation Counsel at the
above address

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

CUSTOMER:
CITY OF TROY, NEW YORK

PASSPORT:
PASSPORT LABS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDER FORM

This Order Form (the "Order Form"), effective as of _____ is being entered into by and between Passport Labs, Inc. and City of Troy, NY ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	<input checked="" type="checkbox"/>
Custom-Branded MPP	<input type="checkbox"/>
Citation Management Platform ("CMP")	<input type="checkbox"/>
Harvester	<input type="checkbox"/>
Digital Permits for Parking Platform ("DPP")	<input checked="" type="checkbox"/>
License Plate Recognition Platform ("LPR")	<input type="checkbox"/>

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.25	Per Transaction
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	\$22,550.00 up to and including 11,000 permits issued per year; \$1.00 per permit issued thereafter	Per Year Per Permit Issued after 11,000 each year
Merchant Services Fee	Passport App: 2.5% + \$0.11 Shared Services: 2.5% + \$0.11	
Payment Gateway Fee	Passport App: \$0.05 Shared Services: \$0.05	

III. BILLING INFORMATION

Billing Contact Name:	Monica Kurzejeski
Billing Email Address:	Monica.kurzejeski@troyny.gov

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

Billing Phone Number	(518) 279-7119
Billing Address:	433 River Street, Suite 5001 Troy, NY 12180

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Troy, NY

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1**MOBILE PAYMENT FOR PARKING****Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow parkers to use a third-party provider's (each a "Third Party Provider") end-user-facing interfaces for purposes of initiating parking transactions, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the minimum functions required to interact with Passport's platform and execute parking transactions. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

SCHEDULE 2

VACANCY LIST (August 2020)

Department	Title	No.
A1420 Law	Deputy Corporation Counsel	1
A1680 BIS	Data Communications Analyst Programmer Analyst	1 1 (<i>effective 08/22/20</i>)
A3120 Police	Police Captain Police Sergeant	1 1
A3410 Fire Department	Firefighter/Paramedic Deputy Fire Chief	5 1
A3620 OGS/Code Enforcement	Code Inspector	1
A5110 Gen Services/Streets	Motor Equipment Operator (Light) Laborer	2 1
A7110 Gen Services/Rec-Parks	Laborer	3
A8020 Planning	Planning Technician	1
A8022 Planning/CDBG	Assistant Planner	1
CL8175 OGS/Bulk Pickup	Motor Equipment Operator (Light)	1
F1640 DPU/Garage	Auto Mechanic Helper	1
F8330 DPU/Purification	Asst. Supervising Water Plant Operator	1
F8340 DPU/Trans. & Dist.	Water Maintenance Person Senior Water Maintenance Person II	3 1
G8120 DPU/Sanitary Sewers	Senior Sewer Maintenance Person Principal Sewer Maintenance Person	1 1