TROY CITY COUNCIL AGENDA
REGULAR MEETING
May 7, 2015
7:00 P.M.

Pledge of Allegiance
Roll Call
Good News Agenda
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker. At the completion of the agenda, citizen's comment shall be no longer than five (5) minutes per speaker appropriate to any subject to the conduct of Troy City government.

LOCAL LAW

ORDINANCES

36. Ordinance Authorizing Settlement of Claim, to wit: Allstate Insurance Company a/s/o Daniel Viskers v. the City of Troy Index No. 245183. (Council President Wiltshire) (At the Request of the Administration)

37. Ordinance Authorizing and Directing Sales by the Private Sale Method of City-Owned Real Property. (Council President Wiltshire) (At the Request of the Administration)

39. Ordinance Amending the Code of the City of Troy, Article V Vehicle Usage Policy Chapter 60 Officers and Employees Section 60-9 On Call Employees. (Council President Wiltshire) (At the Request of the Administration)

40. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Brian Len on the Assessment Roll of the City of Troy. (Council President Wiltshire) (At the Request of the Administration)

41. Ordinance Amending the Federal Asset Forfeiture Special Revenue Account to Recognize Additional Federal Asset Revenues and Appropriate Funds. (Council President Wiltshire) (At the Request of the Administration)

42. Ordinance Amending the 2015 City Budget to Transfer Funds Within the General Budget Lines. (Council President Wiltshire) (At the Request of the Administration)

43. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Kenneth Stulmaker in the Assessment Roll of the City of Troy. (Council President Wiltshire) (At the Request of the Administration)

44. Ordinance Authorizing and Approving, the Filing of the City of Troy's Application for Funding Pursuant to the Housing and Community Development Act of 1974, the McKinney Act Emergency Shelter Grant Program and the Home Investment Partnership Program and Designating the Mayor as the Authorized Representative of the City for such Purposes. (Council President Wiltshire) (At the Request of the Administration)

45. Ordinance Amending the Code of Tory, Chapter 141 Buildings, Section 141-14 "Fees for Signs and Certification Letters." (Council President Wiltshire) (At the Request of the Administration)

46. Ordinance Amending the Code of Troy, Chapter 251 Streets and Sidewalks, Section 251-3 "Obstructions." (Council President Wiltshire) (At the Request of the Administration)

47. Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section 285-12 "Definition of Terms." (Council President Wiltshire) (At the Request of the Administration)

48. Removed Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section 285-55 to 285-62 "Establishment; Appointments." (Council President Wiltshire) (At the Request of the Administration)

49. Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section 285-61 "B-4 Central Commercial." (Council President Wiltshire) (At the Request of the Administration)

50. Removed Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section285-66.3 "Hoosick Street Zoning District." (Council President Wiltshire) (At the Request of the Administration)

51. Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section285-91 "Schedule of Off-Street Parking." (Council President Wiltshire) (At the Request of the Administration)

52. Ordinance Amending the Code of Troy, Chapter 141 Buildings, Section 141-34 "Signs." (Council President Wiltshire) (At the Request of the Administration)

53. (Added) then Tabled Ordinance Amending the Code of Troy, Chapter 285 Zoning, Section 285-67 "Supplemental Regulations." (Council President Wiltshire) (At the Request of the Administration)

RESOLUTIONS

31. Resolution Appointing Commissioners of Deeds for the City of Troy. (Council President Wiltshire) (At the Request of the Administration)

32. Resolution Authorizing the Mayor to Execute and Enter into an Administrative Order on Consent with the State of New York Department of Public Service. (Council President Wiltshire) (At the Request of the Administration)

33. Resolution Authorizing the Mayor to Execute a Lease with Redburn Infrastructure, LLC. (Council President Wiltshire) (At the Request of the Administration)

34. Resolution for a Homerule Request to NYS to Enable a Residential Parking Permit Program for Downtown Troy. (At the Request of Council President Wiltshire)
Mayoral Veto 5-15-15

35. Resolution Authorizing the Mayor to Submit the City of Troy's Five Year Strategic Consolidated Plan to the U.S. Department of Housing and Urban Development. (Council President Wiltshire) (At the Request of the Administration)

ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT: ALLSTATE INSURANCE COMPANY A/S/O DANIEL VISKERS V. THE CITY OF TROY INDEX NO. 245183

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

Section 1. The above named plaintiffs commenced an action in State Supreme Court against the City of Troy, seeking reimbursement in the amount of $7,289.76 sustained as a result of a motor vehicle accident on or about Monday April 1, 2013 at Hoosick and 10th Streets in the City of Troy allegedly caused by the negligence and culpable conducts of the above named defendants.

Section 2. The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with and in the amount identified in the attached draft of the Stipulation of Settlement. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General Release in full satisfaction of the claims prior to payment.

Section 3. The Comptroller is authorized and directed to make, issue and countersign the required drafts as outlined in the Stipulation of Settlement, said sums to be payable out of the Judgments and Claims Account.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, April 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

On November 18, 2013, the Plaintiffs commenced an action in State Supreme Court against the City of Troy, et al. for property damage expenses to the Plaintiff Subrogee in the amount of 7, 289.76, sustained as a result of a motor vehicle accident on or about April 1, 2013 at Hoosick and Tenth Streets in the City of Troy allegedly caused by the negligence and culpable conducts of the above named defendants.

Under the terms of the proposed Agreement of Compromise & Settlement and General Release, the Plaintiffs will discontinue its actions with prejudice. In return the City shall pay the plaintiffs $3,000. The proposed Agreement of Compromise & Settlement and General Release is conditioned upon approval from the City Council and approval from the Mayor. If the terms of this settlement are not fully executed then this case will be set down for trial.

AGREEMENT OF COMPROMISE & SETTLEMENT
and
GENERAL RELEASE

THIS AGREEMENT, made the ____ day of _____, 2015 by and between *Daniel Viskers*, hereinafter referred to as the party of the first part and the City of Troy, by its attorney, *Ian H. Silverman,* Corporation Counsel of the City of Troy, New York, hereinafter referred to as the party of the second part:

WITNESSETH:

WHEREAS, the party of the first part claims that, on the 1st day of April 2013, his vehicle, while lawfully driving at the intersection of Hoosick and 10th Streets, in the City of Troy, County of Rensselaer, State of New York, was allegedly struck by a City of Troy vehicle; and

WHEREAS, in the opinion of the Corporation Counsel of the City of Troy, the best interests of the party of the second part will be served by the compromise and settlement of the aforesaid claims and cause(s) of action; and

WHEREAS, the party of the second part, pursuant to law, has offered to enter into an agreement with the party of the first part, for the settlement and compromise of all of her claims by payment of the sum of *Three Thousand and 00/100 Dollars ($3,000.00)* by the City of Troy, without interest, to the party of the first part, and the party of the first part has agreed to enter into this agreement and to accept this offer.

NOW, THEREFORE, and in consideration of the premises and of the sum of *Three Thousand and 00/100 Dollars ($3,000.00)* to be paid by the City of Troy to the party of the first part, without interest, the party of the first part hereby releases and forever discharges the City of Troy and the officers, agents, servants, employees and departments of said City of and from any and all manner of actions, claims, demands, causes of action, suits, sums of money, damages and judgments whatsoever, in law or in equity, which against the City of Troy the party of the first part ever had, now has, or which the party of the first part and her heirs, successors and assigns hereafter can, shall or may have for, upon or by reason of any matter, cause, thing, or negligence whatsoever, from the beginning of the world to the date of these presents and, including, but without limiting the generality of the foregoing, the matters, demands, claims and things set forth above.

For the purpose of procuring settlement as aforesaid, the party of the first part represents and states that she has no other claim, individually or otherwise, for damages arising from any source whatsoever against the party of the second part, except as recited above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

_____
Ian H. Silverman, Corporation Counsel

STATE OF NEW YORK)
CITY OF TROY) ss.:

On the ____ day of _____, 2015, before me, the subscriber, personally came *Ian H. Silverman,* Corporation Counsel of the City of Troy, to me known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

_____
Daniel Viskers

STATE OF NEW YORK)
CITY OF TROY) ss.:

On the ___ day of _____, 2015, before me, the subscriber, personally came, *Daniel Viskers*, to me known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

ORDINANCE AUTHORIZING AND DIRECTING SALES BY THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES

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

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

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

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

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

PROPERTY	PURCHASER	PRICE
1. 474 Second Avenue	Rafael Veras	$1,000.00
2. 488 Second Avenue	Azura Iversen-Keahi & Christian Grigoraskos	$2,000.00
3. 105 Second Avenue	Zev Tovian	$1,000.00
4. 183 Seventh Avenue	Joshua Barnhart	$500.00
5. 48 Second Avenue	Jeanette Nicholson	$100.00
6. 3058 Sixth Avenue	Brian McCandless	$1,000.00
7. 3056 Sixth Avenue	Brian McCandless	$800.00
8. 212 Hill Street	Nauman Hussain	$1,000.00
9. 523 Fifth Avenue	JHM Realty LLC	$500.00

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

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

Section 5. This Ordinance shall take effect immediately.

Approved as to form, April 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

THE CITY OF
TROY

yes

Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia

CC: Sharon Martin, Assessor

From: Adrienne LeDuc-Waugh, Assessment Clerk

Date: March 9, 2015

Re: Private sale application submitted by: Rafael Veras

Location: 474 Second Ave. (80.63-7-16)

Please find a request Rafael Veras in regard to purchasing the property located at 474 Second Avenue. This parcel is classified as a single family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. Veras owns 804 River Street and 60-66 114th Street in the City of Troy. Verification of Comptrollers records show that Mr. Veras does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

474 SECOND AVE — Property Location
80.68-7-16 — Tax Map #
SINGLE FAMILY — Description

PURCHASE PRICE ONE THOUSAND + ONE 1000.1

NOTE: Within 30 days of the City Council approval, the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE IS FOR ME I HAVE THE MONEY TO FIX UP THIS HOUSE

SUMMARY OF IMPROVEMENTS I GOT MONEY IN BANK

Estimated Total Costs $ 3000.00

Present Number of Units 1
Proposed Number of Units 1

☑ Owner Occupancy yes ✓ no ___

Residential ✓
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** RAFAEL VERAS (please print)

Company/LLC** ___

(please print)

Principals RAFAEL VERAS

Address 66 114th ST 2FL
TROY NY 12182

Phone # 518 953 3121

(Signature)

(Signature)

If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE:** The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

RPS Version4 - (Snapshot, Group - Assessor, Name - Waugha)

File View Toolbar - Help

City of Troy,BA0064 474 Second Ave	381700 Troy Rol Year: 2015 Next Yr Land Size: 0.07 acres	Active R/S:1 1 Family Res	School: Lansgburg Csd Land AV: 8,800 Total AV: 82,000

Owner Total: 1
Name: City of Troy,BA0064
Addl Addr:
Street: 433 River St
PO Box:
City: Troy, NY Zip: 12180-

Site Total: 1
Prpcls: Nbhd Cd: Sewer: Water: Utilities:
1 Family Re 17111 Comm/pul Comm/pu Gas & ele

Taxable Value
County: 0
Munit: 0
School: 82,000
Sch after Star: 82,000

Miscellaneous
Book: 7317
Page: 168
Mortg:
Bank: COT
Acct No: 1601860

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	25.00	120.00	0.07	0

Sale Total: 1

Book	Page	Sale Date	Sale Price	Owner
7317	168	11/10/14		1 City of Troy,BA0

Building Total: 1
Bldstyle: 10 Row
Sfla: 1576
Baths: 1 1/2 Baths: 0
Beds: 3
Ext Wall: 03
Yr Built: 1890
Eff Yrblt: 0
Cond: Normal

Exemption Total: 1

Code		Amount	Term Year	Own Pct
3401	City Tax Sale I	82,000	0	0

Improvement Total: 3

Type	Name	Dim1	Dim2	SQFT	Yr Built
RG4	Gar-1.0 del	13.00	20.00	260.00	1921
RP4	Porch-encl	10.00	16.00	160.00	1890
XX2	No Driveway	0	0	.00	1890

Special District Total: 2

Code		Units	Pct Type	Value / Move Tax
.017	Troy Public Li	.00	.00	.00
ECY1	Recycling	1.00	.00	.00

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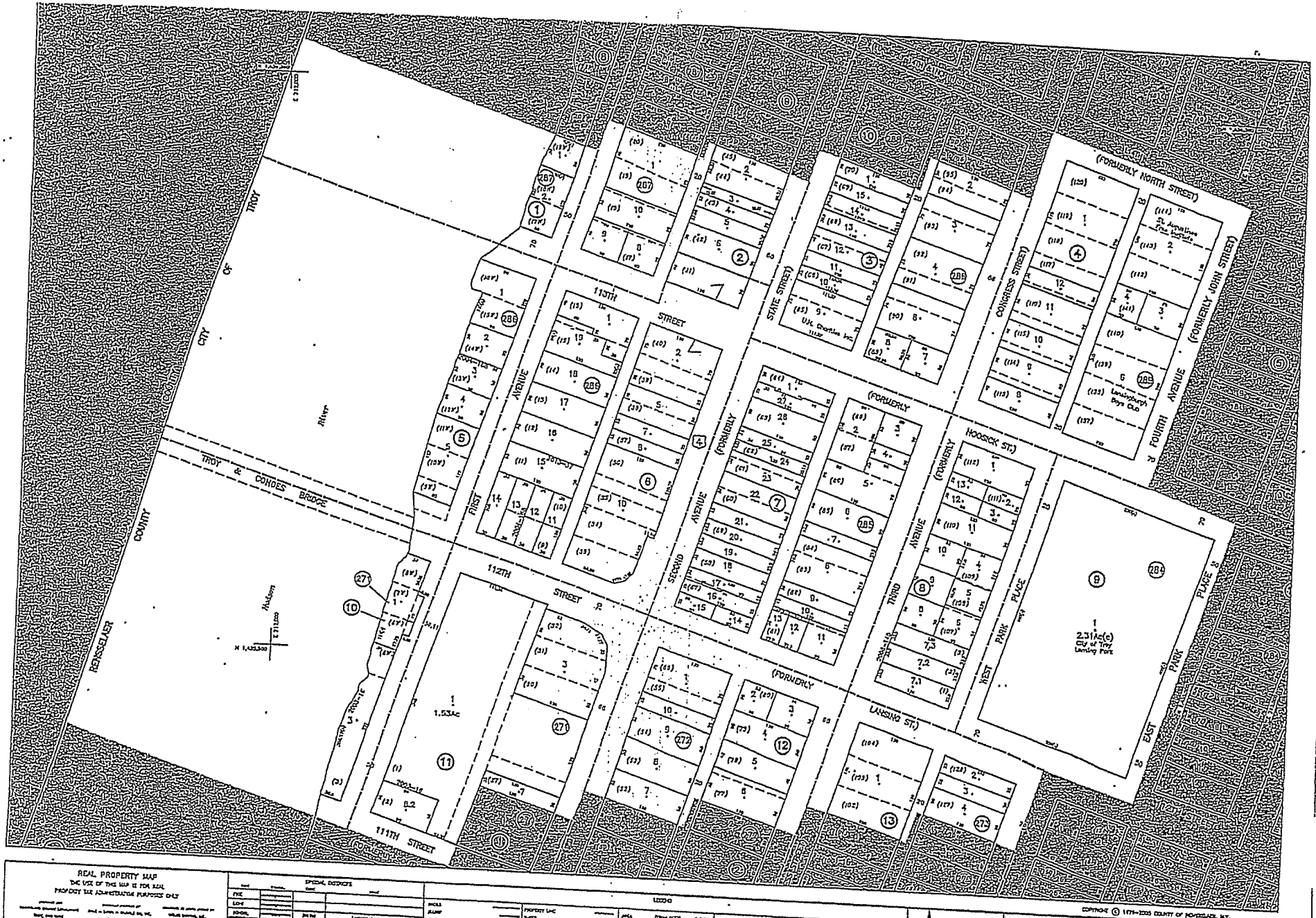
39-15 13:35:36

Owner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
Veras , Rafael	381700	2015	90.62-3-38	804 River St	220	65,000	A
Veras, Rafael Sr	381700	2015	80.65-2-1.2	60-66 114th St	230	141,000	A

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1601860 474 SECOND AVE frontage and depth: 25 x 120 being the same premises described in Book 1350 of Deeds at Page 284 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number80.63-7-16 In Rem Serial No. BA0064 (DUNN LORRAINE)


REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY
SPECIAL DISTRICTS
LEGEND
COPYRIGHT © 1974-2005 COUNTY OF RENSSELAER, N.Y.
CITY OF TROY
RENSSELAER COUNTY, NEW YORK
080.63
TROY & COHOES BRIDGE
RENSSELAER COUNTY
CITY OF TROY
Hudson River
113TH STREET
112TH STREET
111TH STREET
FIRST AVENUE
SECOND AVENUE
THIRD AVENUE
FOURTH AVENUE
(FORMERLY NORTH STREET)
(FORMERLY 40TH STREET)
STATE STREET
CONGRESS STREET
(FORMERLY HOOSICK ST.)
(FORMERLY LANSING ST.)
WEST PARK PLACE
EAST PARK PLACE
Lansingburgh Boys Club
Lansingburgh Park

THE CITY OF

TROY

yes

Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia

CC: Sharon Martin, Assessor

From: Adrienne LeDuc-Waugh, Assessment Clerk

Date: March 11, 2015

Re: Private sale application submitted by: Azura Iversen-Keahi & Christian Grigoraskos

Location: 488 Second Ave. (80.63-7-22)

Please find a request from Azura Iversen-Keahi & Christian Grigoraskos in regard to purchasing the property located at 488 Second Avenue. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Azura Iversen-Keahi and Christian Grigoraskos do not own any property in the City of Troy. Therefore, verification of Comptrollers records show that Azura Iversen-Keahi and Christian Grigoraskos do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

488 2ND AVENUE (12182) — Property Location
80.63-7-22 — Tax Map #
TWO FAMILY — Description

PURCHASE PRICE $2,000

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE OWNER-OCCUPIED RESIDENCE. SEE ATTACHED FOR DETAILS

RECEIVED
MAR 06 2015
ASSESSORS OFFICE

SUMMARY OF IMPROVEMENTS SEE ATTACHED FOR DETAILS.

Estimated Total Costs $ 17,000

Present Number of Units 2
Proposed Number of Units 2

Owner Occupancy yes X no ___

Residential X
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** AZURA IVERSEN-KEAHI (please print)
Company/LLC** ___

CHRISTIAN GRIGORASKOS (please print)
Principals ___

Address 167 9TH STREET
TROY, NY 12180

Phone # (518) 892-6298

(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

PROPOSED USE:

We, Azura Iversen-Keahi and Christian Grigoraskos, are eager to call Troy *home*. We have grown very close to the community through our involvement starting with the Contemporary Artists' Center, Collard City Growers, the North Troy Food Forest Project, and Story Harvest. Finding permanent residence in Troy will help solidify our devotion to the city's renaissance.

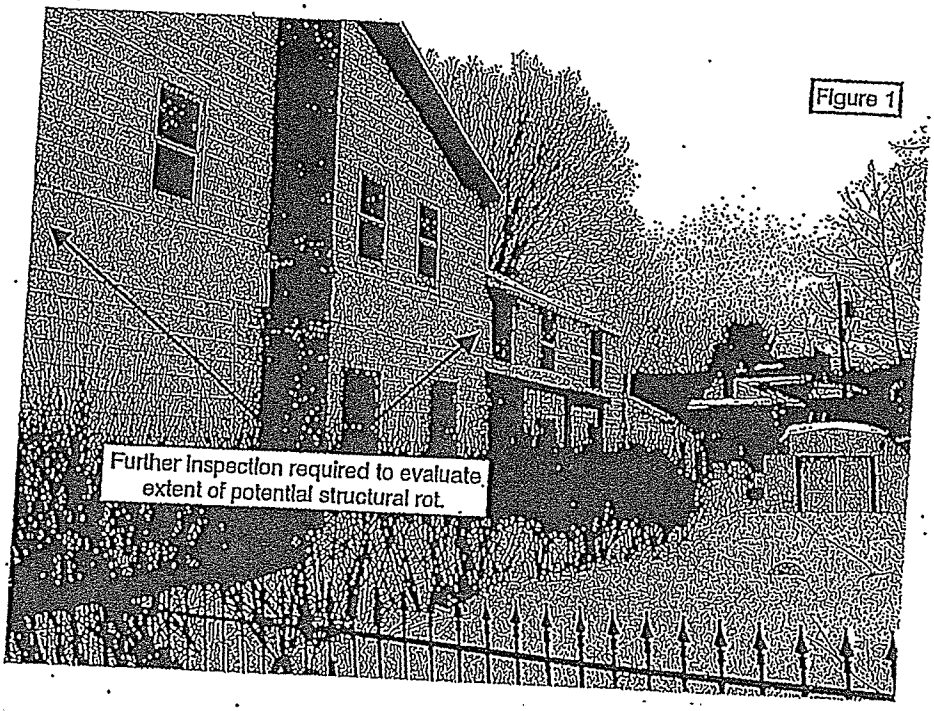
We want to be a part of the shift that involves *more* sustainable, exemplary dwellings and landscapes and *less* absentee landlords who buy and flee. We are confident that the guidance of groups such as Transition/Solarize Troy, TRIP, and TAP combined with our diverse skill sets, sincere commitment, and financial stability will allow us to transform this property to our and the city's benefit. (See attached Letters of Support)

SUMMARY OF IMPROVEMENTS:

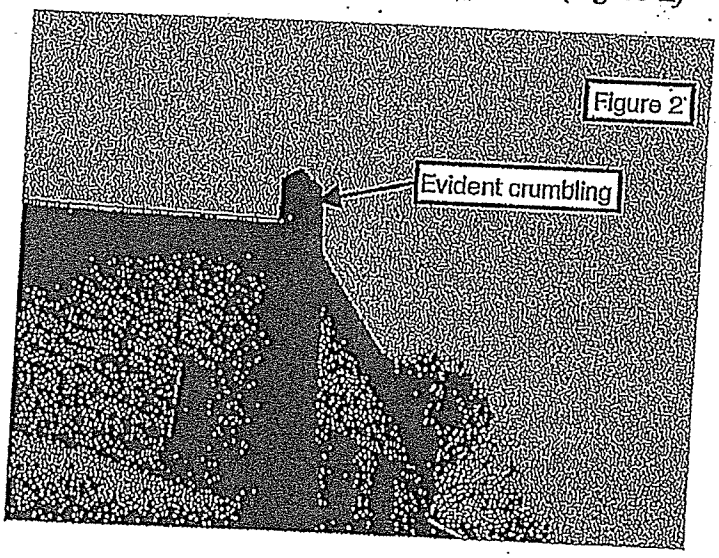
Based on exterior examination of 488 2nd Avenue, Troy, NY 12182, listed below are proposed improvements divided into two classes: **definite** and **speculative**. Definite repairs include those we are certain are required based on visible evidence on the exterior. **Speculative** repairs include those that can only be deemed absolutely necessary upon internal examination of the aforementioned residence.

DEFINITE.

- Landscape improvements including ornamental and edible plantings
- Insulate walls, roofs, and perimeter-band at foundation and weatherize windows for a more energy efficient structure
- Repaint facade and other areas as needed
- Structural repairs on south side at area of evident porch removal (Figure 1)
- Replace and repair south siding (Figure 1)

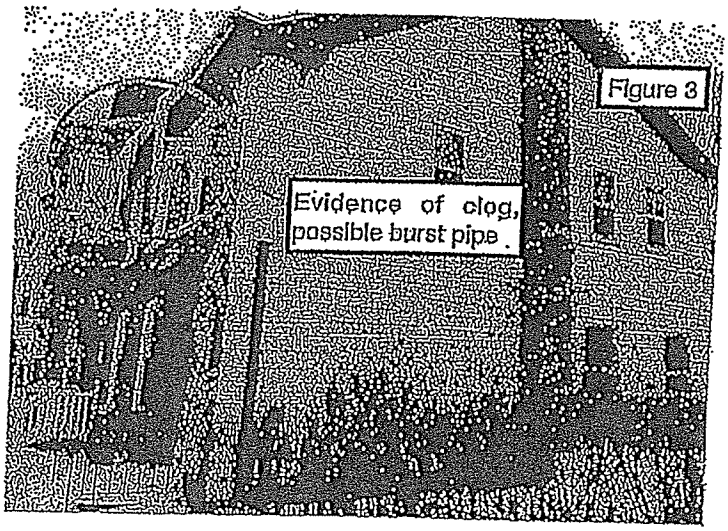


- Repoint top 3 feet of chimney to repair evident corrosion (Figure 2)



SPECULATIVE:

- Repair of west roof drain; presence of icicles indicate faulty drainage and likely need for replacement drain pipe. (Figure 3)



- Update electric and plumbing as needed
- Lead abatement
- Flue work as needed
- Waste removal from building and property as needed

March 5, 2015

I recommend that the city of Troy sell 488 2nd Avenue to Azure Keahi and Christian Grigoraskos.

In the year that I've known them these new arrivals in town have proven themselves as the rare energetic idealists who are also incredibly practical, doggedly pursuing ambitious projects through completion. These qualities will also make them valuable additions to the city's civic life, and give them the ability to bring this building back onto the tax roll.

Sincerely,

Jack Magai
221 10th St.
Troy, NY 12180

March 5, 2015

We have known Azura and Christian for most of the time they have lived in Troy.

They have brought a refreshing brand of human energy into our community that I have never experienced before. They give of themselves without asking anything in return. They created an amazing Urban Garden at the CAC in South Troy from a steep hillside lot littered with trash and metal. This lush oasis had beautiful raised beds of rich compost soil they created through an old fashioned ethic: long hours and hard physical work. They even brought in bees and chickens to enrich the bio-diversity of this lush garden. All this they did for no financial reward!

They brought the same extraordinary energy to projects at the Sanctuary for Independent Media where I have volunteered for ten years. Their work as educators, gardeners, bee keepers and chefs there has been a huge asset to us.

They helped us organize our 2-story, 2,000 square foot woodworking shop in downtown Troy from a disorganized pile of clutter to a clean, usable, highly functional space. Again, they did this for no monetary compensation.

It is my hope that you accept the bid of these two energetic, idealistic young people so the community of Troy can become beneficiaries of their skills and proven energy for years to come. We have great confidence that these two will fix up this property and make enormously positive contributions to this neighborhood.

Sincerely,

Richard Sleeper

Richard Sleeper

J. Steigler

Jeannie Steigler

2258 6th Ave

Troy, NY 12180

RPS Version4 - [Snapshot, Group - Assessor, Name - Waugha]

File View Toolbar Help

ity of Troy,BA0063	381700 Troy	Active	R/S:1 School Lansgburg Csd
88 Second Ave	Rol Year: 2015 Next Yr	2 Family Res	Land AV: 14,000
	Land Size: 0.14 acres		Total AV: 77,000

wner Total: 1
me: City of Troy,BA0063
ld Addr:
eet: 433 River St
l Box:
y: Troy, NY Zip: 12180

Site Total: 1
Prpcls: Nbhd Cd: Sewer: Water: Utilities:
2 Family Rc 17111 Comm/pul Comm/pu Gas & ele

xable Value
xinly: 0
nt: 0
hool: 77,000
lage: 0
hl after Star: 77,000

Miscellaneous
Book: 7317
Page: 168
Mortg:
Bank: COT
Acct No: 1601800

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	50.00	120.00	0.14	0

le Total: 2

k	Page	Sale Date	Sale Price	Owner
17	168	11/10/14		1 City of Troy,BA0
34	81	03/02/10		1 Gardner, James

Building Total: 1
Bldstyle: 10 Row Ext Wat: 03
Sfla: 2022 Yr Built: 1890
Baths: 2 1/2 Baths: 0 Eff Yrblt: 0
Beds: 5 Cond: Fair

emption Total: 1

de		Amount	Term Year	Own Pct
401	City Tax Sale I	77,000	0	0

Improvement Total: 4

Type	Name	Dim1	Dim2	SQFT	Yr Built
FC1	Shed-machi	8.00	10.00	80.00	1990
FC2	Shed-alumi	10.00	10.00	100.00	1980
RP4	Porch-encl	8.00	16.00	120.00	1890
XX2	No Drivewa	0	0	.00	1890

ecial District Total: 2

de		Units	Pct Type	Value / Move Tax
017	Troy Public Li	.00	.00	.00
CY1	Recycling	2.00	.00	.00

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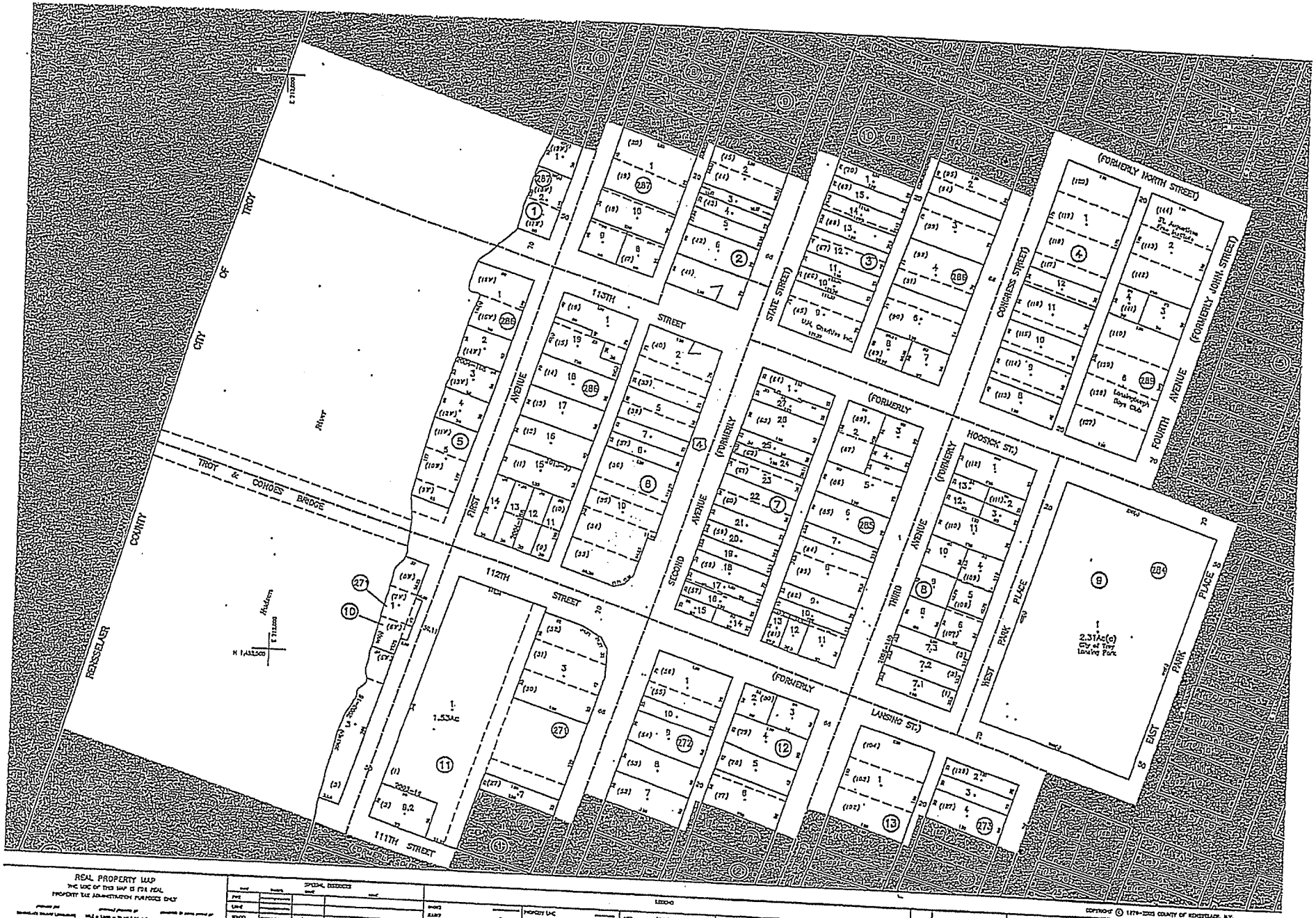
3-9-15 14:10:28

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1601800 488 SECOND AVE frontage and depth: 50 x 120 being the same premises described in Book 5394 of Deeds at Page 81 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number80.63-7-22 In Rem Serial No. BA0063 (GARDNER JAMES O)



REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY

SPECIAL EXCEPTIONS

LEGEND

DATE OF MAP: 12-10-78
DATE OF REVISION: 08-04-84
SCALE: 1" = 50'

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CITY OF TROY

RENSSELAER COUNTY, NEW YORK

080.63

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

yes

To:	Mayor Lou Rosamilia
CC:	Sharon Martin, Assessor
From:	Adrienne LeDuc-Waugh, Assessment Clerk
Date:	March 5, 2015
Re:	Private sale application submitted by: Zev Tovian
Location:	105 Second Ave. (90.38-1-25)

Please find a request from Zev Tovian in regard to purchasing the property located at 105 Second Ave. This parcel is classified as a three family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Zev Tovian does not own any property in the City of Troy. .Verification of Comptrollers records show that Zev Tovian does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

105 Second Ave — Property Location
90.38-1-25 — Tax Map #
three-family — Description

PURCHASE PRICE $1,000.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE This will be my home.

SUMMARY OF IMPROVEMENTS Roof repair - $10,000 Electric $5,000 Plumbing $10,000 HVAC $5,000 Structural and Finishing $10,000 Estimated Total Costs $ 40,000

Present Number of Units 3
Proposed Number of Units 1

☒ Owner Occupancy yes ✓ no ___

Residential ✓
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names **exactly as shown below:**

Name(s)** Zev Torian (please print)

Company/LLC** ___

(please print)

Principals ___

Address 808 Jacob St.
Floor 2, Troy, NY 12180

Phone # 847-899-8770

Zev Torian (Signature)

(Signature)

If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

RPS Version 4 - [Snapshot, Group - Assessor, Name - Waugha]

File View Toolbar Help

	381700 Troy	Active	R/S:1	School: Lansgburg Csd
of Troy,BA0056	Roll Year: 2015 Next Yr	3 Family Res /Wtrft		Land AV: 8,000
Second Ave	Land Size: 0.05 acres			Total AV: 100,000

ner Total: 1 : City of Troy,BA0056 Addr: : 433 River St x: Troy, NY Zip: 12180-	Site Total: 1 Prpcls: Nbhd Cd: Sewer: Water: Utilities: 3 Family Re 17333 Comm/pud Comm/pud Gas & ele
ble Value ly: 0 0 : 100,000 ifter Star: 100,000	Miscellaneous Book: 7317 Page: 168 Mortg: Bank: COT Acct No: 1500220
	Land Total: 1 Type: FF: Depth: Acres: Sqft: Waterfront 23.17 95.00 0.05 0
Total: 5 Page Sale Date Sale Price Owner 168 11/10/14 1 City of Troy,B 51 04/29/05 100,000 Pickands, Ma 2171 09/06/02 41,750 Scott, Jeffrey	Building Total: 1 Bldstyle: 10 Row Ext Wall: 04 Sfla: 2020 Yr Built: 1890 Baths: 3 1/2 Baths: 0 Eff Yrbt: 0 Beds: 7 Cond: Normal
ption Total: 1 Amount Term Year Own Pct 1 City Tax Sale (100,000 0 0	Improvement Total: 0 Type Name Dim1 Dim2 SQFT Yr Built
ial District Total: 2 Units Pct Type Value / Move Tax Troy Public Li .00 .00 .00 Recycling 3.00 .00 .00	

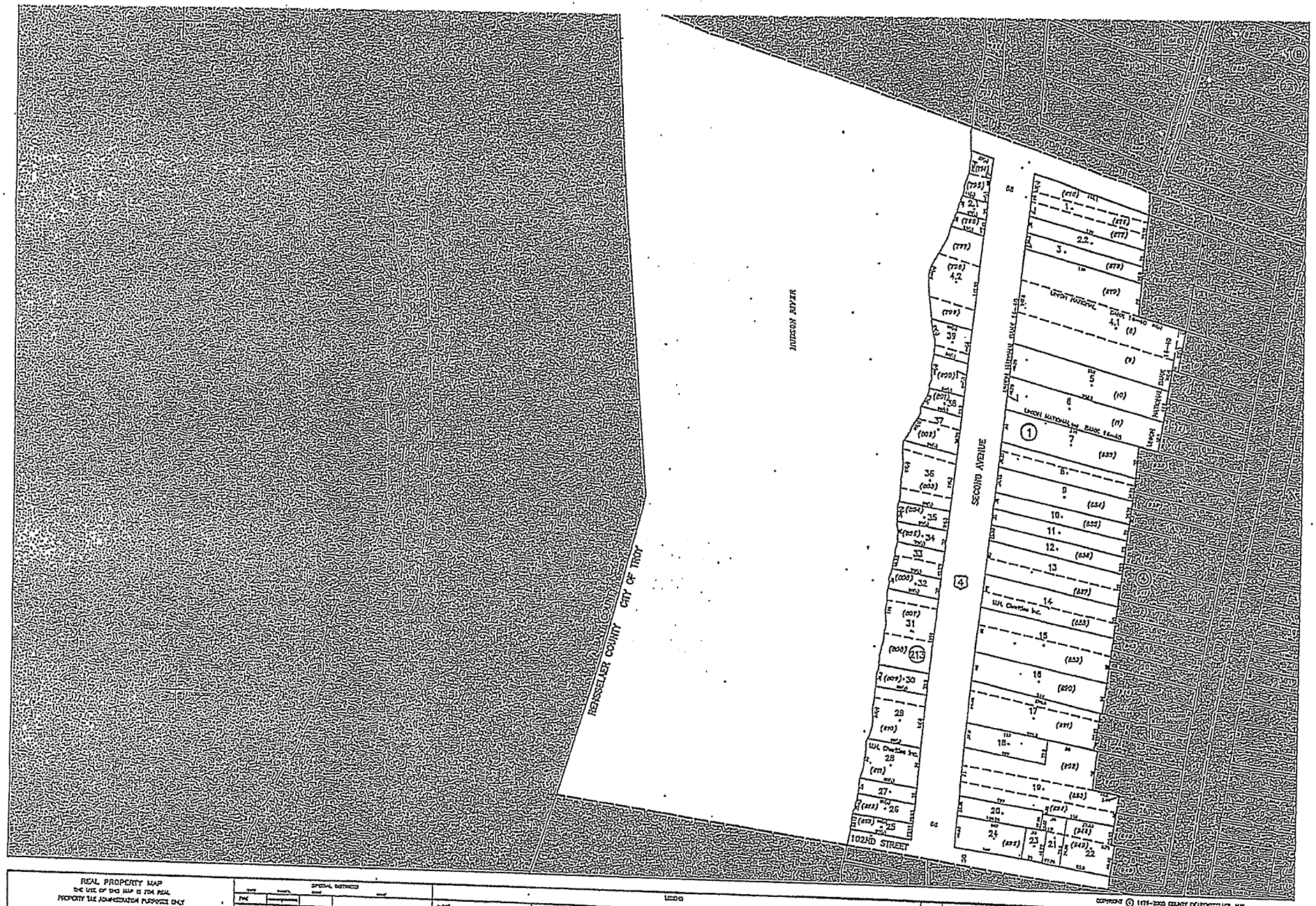
k to open a window

02-15 13:48:50

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1500220 105 SECOND AVE frontage and depth: 23.17 x 95 being the same premises described in Book 1763 of Deeds at Page 51 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number90.38-1-25 In Rem Serial No. BA0056 (PICKANDS MARTIN & MARCIA)



REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY

SPECIAL DISTRICTS

LEGEND

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CITY OF TROY

RENSSELAER COUNTY, NEW YORK

090.38

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

yes.

To: Mayor Lou Rosamilia

CC: Sharon Martin, Assessor

From: Adrienne LeDuc-Waugh, Assessment Clerk

Date: March 9, 2015

Re: Private sale application submitted by: Joshua Barnhart

Location: 183 Seventh Ave. (90.39-2-6)

Please find a request Joshua Barnhart in regard to purchasing the property located at 183 Seventh Avenue. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. Barnhart does not own any property in the City of Troy. Therefore, verification of Comptrollers records show that Mr. Barnhart does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

DPW Worker

CITY OF TROY
PRIVATE SALE REQUEST FORM

183 7th Ave — Property Location
90.39-2-6 — Tax Map #
2 Family — Description

PURCHASE PRICE $500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Live on first floor. Rent second to my cousin and her boyfriend.

SUMMARY OF IMPROVEMENTS Roof Repair. Window Repair Plumbing, Electrical. back Door. Refinish hardwood Take Down garage. front porch repair.

Estimated Total Costs $ 8,000

Present Number of Units 2
Proposed Number of Units 2

☑ Owner Occupancy yes X no ___

Residential X
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names **exactly as shown below:**

Name(s)** Joshua Barnhart (please print)
Company/LLC** ___
(please print)
Principals ___

Address 173 New Turnpike Rd
Troy NY 12182

Phone # (518) 788-3537

(Signature)
(Signature)

*If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE:** The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1506560 183 SEVENTH AVE frontage and depth: 33 x 120 being the same premises described in Book 1573 of Deeds at Page 316 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number90.39-2-6 In Rem Serial No. BA0060 (HASENKOPF STEFI)

RPS Version4 - [Snapshot, Group - Assessor, Name - Waugha]

File View Toolbar Help

City of Troy, BA0063	381700 Troy	Active	R/S:1	School: Lansingburg Csd
188 Second Ave	Roll Year: 2015 Next Yr	2 Family Res		Land AV: 14,000
	Land Size: 0.14 acres			Total AV: 77,000

Owner Total: 1

Name: City of Troy, BA0063
Add'l Addr:
Street: 433 River St
PO Box:
City: Troy, NY Zip: 12180-

Site Total: 1

Pocls: Nbhd Cd: Sewer: Water: Utilities:
2 Family Res 17111 Comm/pul Comm/pu Gas & ele

Taxable Value

County: 0
Town: 0
School: 77,000
Village: 0
Schl after Star: 77,000

Miscellaneous

Book: 7317
Page: 168
Mortg:
Bank: COT
Acct No: 1601800

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	50.00	120.00	0.14	0

Sale Total: 2

Book	Page	Sale Date	Sale Price	Owner
7317	168	11/10/14		1 City of Troy, BA0
7194	81	03/02/10		1 Gardner, James

Building Total: 1

BldStyle: 10 Row
Sfla: 2022
Baths: 2 1/2 Baths: 0
Beds: 5
Ext Wall: 03
Yr Built: 1890
Eff Yr Blt: 0
Cond: Fair

Exemption Total: 1

Code		Amount	Term Year	Own Pct
1401	City Tax Sale I	77,000	0	0

Improvement Total: 4

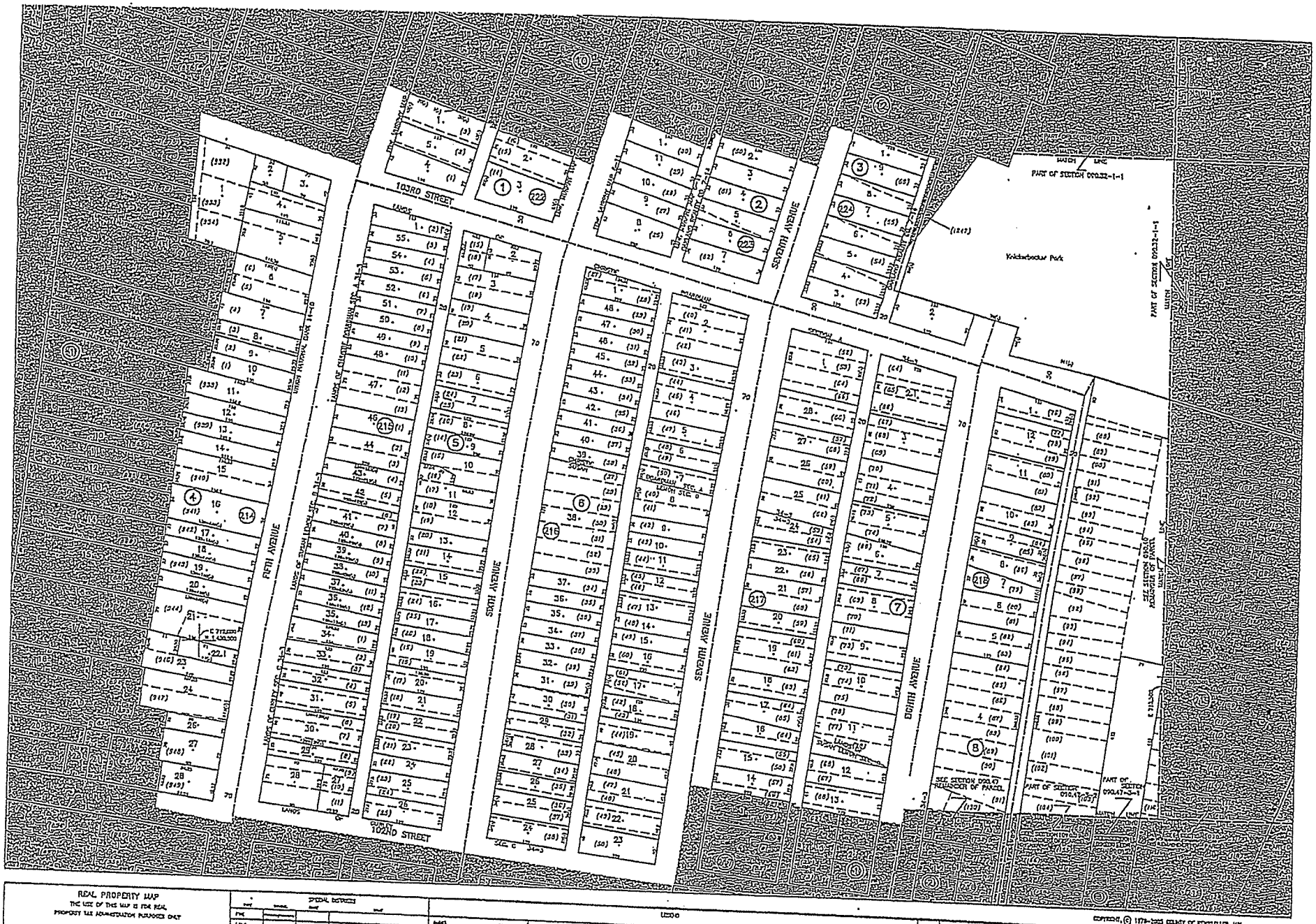
Type	Name	Dim1	Dim2	SQFT	Yr Built
FC1	Shed-machi	8.00	10.00	80.00	1990
FC2	Shed-alumi	10.00	10.00	100.00	1980
RP4	Porch-encl	8.00	16.00	128.00	1890
XX2	No Drivewa	0	0	.00	1890

Special District Total: 2

Code		Units	Pct	Type	Value / Move Tax
017	Troy Public Li	.00	.00		.00
CY1	Recycling	2.00	.00		.00

Click to open a window

03-15-14 10:28



REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY

SPECIAL DISTRICTS

LEGEND

SCALE: 1" = 50'

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CITY OF TROY

RENSSELAER COUNTY, NEW YORK

090.39

THE CITY OF

TROY

YRS

Inter-Office Memorandum
Assessors' Office

To:	Mayor Lou Rosamilia
CC:	Sharon Martin, Assessor
From:	Adrienne LeDuc-Waugh, Assessment Clerk
Date:	March 11, 2015
Re:	Private sale application submitted by: Jeanette Nicholson
Location:	48 Second Ave. (90.46-2-36)

Please find a request from Jeanette Nicholson in regard to purchasing the property located at 48 Second Avenue. This parcel is classified as vacant land. This property is located across the street from Ms. Nicholson's house. (see attached map)

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Ms. Nicholson owns 55 Second Avenue in the City of Troy. Verification of Comptrollers records show that Ms. Nicholson does not owe any back taxes, nor has she been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

48 2nd Ave — Property Location
90.46-2-36 — Tax Map #
.14 Vacant land — Description

PURCHASE PRICE $180.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Green Space - possible fruit/nut free plantings and perennials (drought tolerante) property has No water/sewer service

UMMARY OF IMPROVEMENTS General upkeep and maintenance of vacant land

Estimated Total Costs $ 480.7

esent Number of Units 0
oposed Number of Units 0

☐ Owner Occupancy yes ____ no ____

Residential ____
Commercial ____
Vacant Lot ✓

e Deed from the City will be composed using the name/names exactly as shown below:

me(s)** Jeanette Nicholson (please print) Company/LLC** ____

(please print) Principals ____

dress 55 2nd Ave
Troy, NY 12180

me # 518 326-5185

(Signature) Nicholson
(Signature)

f more than one individual, partner, shareholder or member, attach additional sheets providing the nes, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must n the Request Form. **NOTE:** The property will be sold "as is" with absolutely no warranty or ranty, expressed or implied.

90.46-2-36
City of Troy,AQ0192
48 Second Ave

381700 Troy
Roll Year: 2015 Next Yr
Land Size: 0.14 acres

Active R/S:1
Res vac land

School: Lansingburg Csd
Land AV: 14,000
Total AV: 14,000

Owner Total 1
Name: City of Troy,AQ0192
Add Addr:
Street 433 River St
PO Box:
City: Troy, NY Zip: 12180-

Site Total 1
Prpcls: Res vac lai
Nbhd Cd: 17333
Sewer: Comm/pul
Water: Comm/pu
Utilities: Gas & ele

Taxable Value
County: 0
Munit: 0
School: 14,000
Schl after Star: 14,000

Miscellaneous
Book: 3055
Page: 139
Mortg:
Bank: COT
Acct No: 1500550

Land Total 1

Type:	FF:	Depth:	Acres:	Sqft
Primary	45.00	135.00	0.14	0

Sale Total 3

Book	Page	Sale Date	Sale Price	Owner
1522	293	09/01/04	1,000	Jinger Jake Rea
1244	197	06/16/04	1,000	Schrader, Ralph
289	1494	10/02/01	1	Gervase, Lloyd

Building Total 0

Exemption Total 1

Code		Amount	Term Year	Own Pct
33401	City Tax Sale I	14,000	0	0

Improvement Total 0

Type	Name	Dim1	Dim2	SQFT	Yr Built

Special District Total 0

Code	Units	Pct	Type	Value / Move Tax

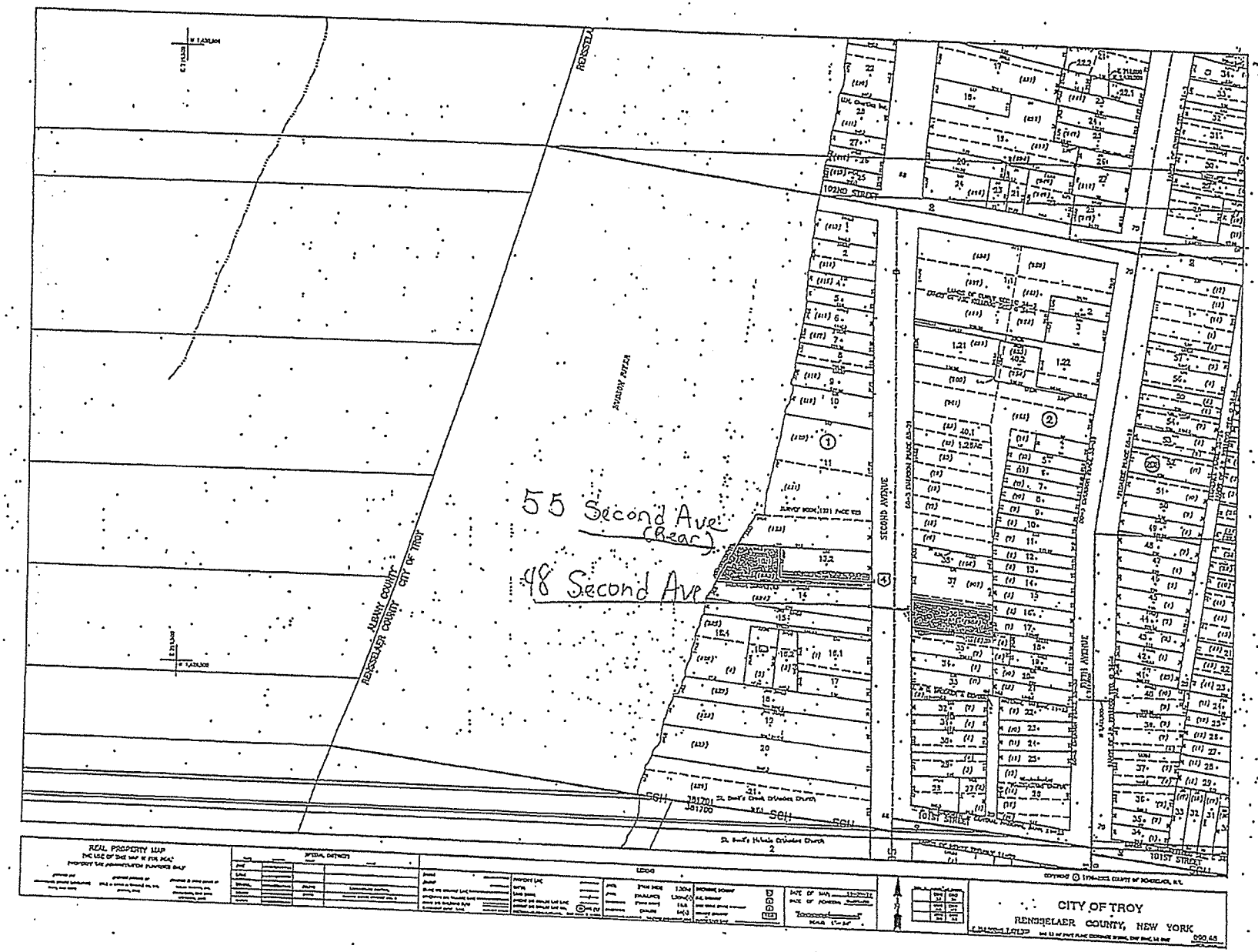
Double click to open a window

3-11-15 12:12:52

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1500550. 48 Second Ave. Frontage and depth: 45 x 135 being the same premises described in Book 1522 of Deeds at Page 293 in the Rensselaer County Clerk's Office and being the same premises in the 2004 City of Troy Assessment Rolls as Tax Map Number 90.46-2-36 In Rem Serial No. AQ0192 (Jinger Jake Realty)


55 Second Ave (Rear)
48 Second Ave
SECOND AVENUE
102ND STREET
101ST STREET
101ST AVENUE
HUDSON RIVER
ALBANY COUNTY
RENSSELAER COUNTY
CITY OF TROY
REAL PROPERTY MAP
CITY OF TROY
RENSSELAER COUNTY, NEW YORK

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

yes

To: Mayor Lou Rosamilia

CC: Sharon Martin, Assessor

From: Adrienne LeDuc-Waugh, Assessment Clerk

Date: March 11, 2015

Re: Private sale application submitted by: Brian McCandless

Location: 90.70-4-2 (3058 6th Avenue)

Please find a request from Brian Mccandless in regard to purchasing the property located at 3058 Sixth Avenue. This parcel is classified as a three family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. McCandless/Priam LLC owns several properties in the city of Troy (see attached listing) Verification of Comptrollers records show that. MrMcCandless do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

3058 SIXTH AVE 90-70-4-2 3 Family
Property Location SBL# Description

PURCHASE PRICE $1000.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE RESIDENTIAL — 3 UNITS

SUMMARY OF IMPROVEMENTS Repair roof. Repair/replace windows. Install plumbing, wiring, heating. Repair walls, floors. Estimated Total Costs $ 45000.00

Present Number of Units 3
Proposed Number of Units 3

☐ Owner Occupancy yes ___ no X

Residential X
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names exactly as shown below.

Name(s)** BRIAN McCANDLESS (please print) Company/LLC** BRIAM LLC

(please print) Principals BRIAN McCANDLESS

Address 130 CANVASS ST
COHOES, NY 12047

Phone # (518) 330 7473

(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

vner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
:Candless, Brian	381700	2014	101.38-3-45	2224 Fifth Ave	311	22,500	A
:Candless, Brian	381700	2014	101.38-3-47	2228 Fifth Ave	311	1,180	H

Owner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
HAM LLC	381700	2014	90.62-8-11	President St	311	11,000	A
HAM, LLC	381700	2014	90.70-3-5	3015 Sixth Ave	220	60,000	A
HAM, LLC	381700	2014	90.70-7-3	2935 Sixth Ave	220	65,000	A
JAM, LLC	381700	2014	90.70-7-12	2914 Fifth Ave	311	8,000	A
JAM, LLC	381700	2014	90.78-1-8	2804 Fifth Ave	220	45,000	A

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1307640. 3058 Sixth Avenue. Frontage and depth: 24.50 x 100 being the same premises described in Book 3599 of Deeds at Page 141 in the Rensselaer County Clerk's Office and being the same premises in the 2006 City of Troy Assessment Rolls as Tax Map Number 90.70-4-2 In Rem Serial No. AX0141 (RLY Realty LLC)

RPS Version 4 - [Snapshot, Group - Assessor, Name - Waugha]

90.70-4-2
City of Troy AX0141
3058 Sixth Ave

381700 Troy
Roll Year: 2014 Curr Yr
Land Size: 0.06 acres

Active
3 Family Res

R/S:1
School: Enlarged Troy I
Land AV: 8,400
Total AV: 30,000

Owner Total: 1
Name: City of Troy AX0141
Addl Addr:
Street: 433 River St
PO Box:
City: Troy, NY
Zip: 12180-

Site Total: 1

Prpcls:	Nbhd Cd:	Sewer:	Water:	Utilities:
3 Family Re	17300	Comm/pul	Comm/pu	Gas & ele

Taxable Value

County:	0
Muni:	0
School:	30,000
Village:	0
Schl after Star:	30,000

Miscellaneous
Book: 6393
Page: 330
Mortg:
Bank:
Acct No: 1307640

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	24.50	100.00	0.06	0

Sale Total: 7

Book	Page	Sale Date	Sale Price	Owner
6393	330	08/02/12		1 City of Troy, J
3559	141	06/04/06		1 RLY Realty, L
367	469	09/06/02	15,000	Rothman, Mo

Building Total: 1
Bldstyle: 08 Old style
Sfla: 3924
Baths: 3 1/2 Baths: 0
Beds: 9
Ext Wall: 02
Yr Built: 1890
Eff Yrblt: 0
Cond: Fair

Exemption Total: 1

Code		Amount	Term Year	Own Pct
33401	City Tax Sale I	30,000	0	0

Improvement Total: 1

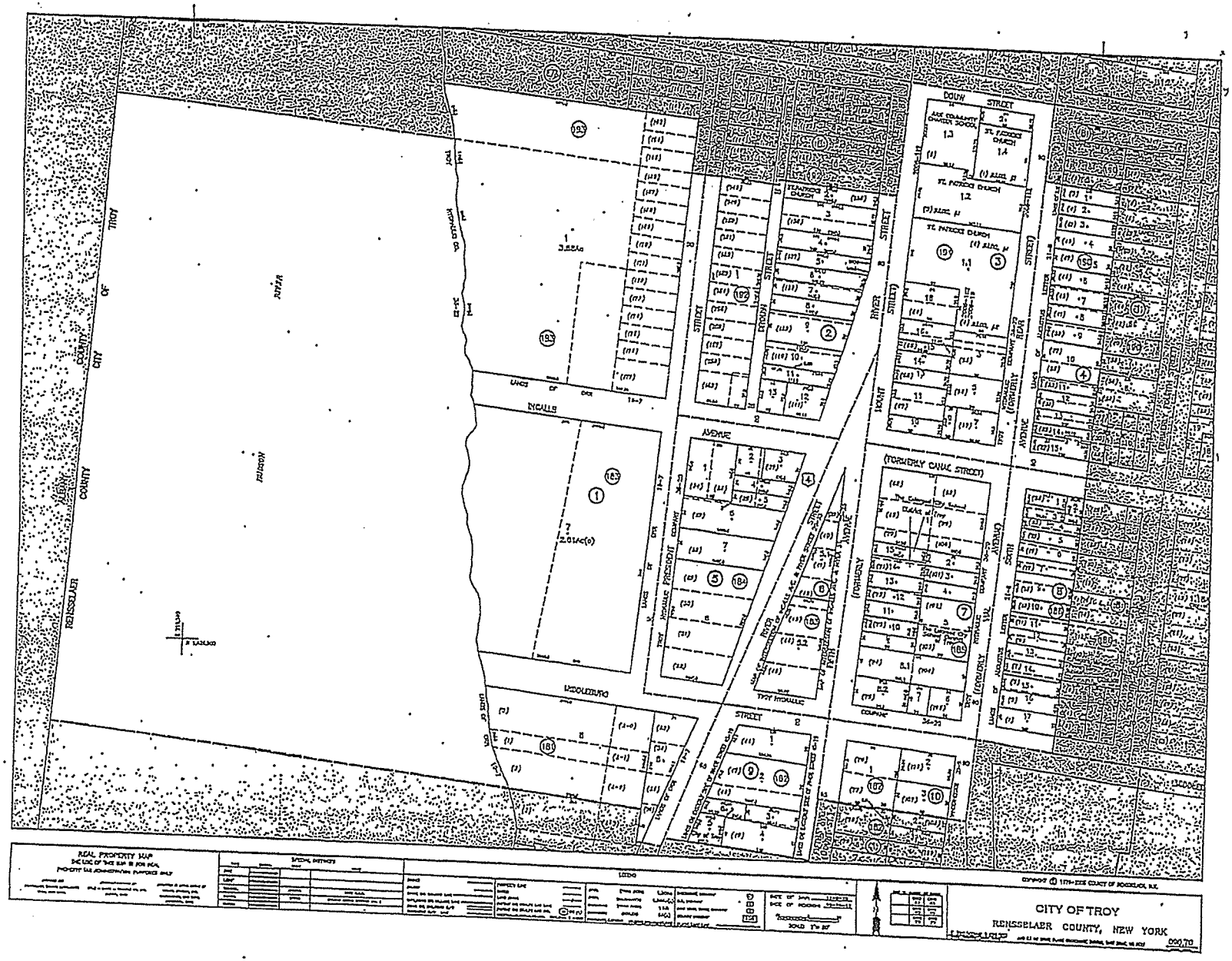
Type	Name	Dim1	Dim2	SQFT	Yr Built
XX2	No Driveway	0	0	.00	1890

Special District Total: 2

Code		Units	Pct	Type	Value / Move Tax
PL017	Troy Public Li	.00	.00		.00
RECY1	Recycling	3.00	.00		.00

Double click to open a window

3-11-15 13:00:30



CITY OF TROY
RENSSELAER COUNTY, NEW YORK
REAL PROPERTY MAP
DOUW STREET
INGALLS AVENUE
MIDDLEBURG STREET
MOUNT RIVER STREET
(FORMERLY CANAL STREET)
FIFTH AVENUE
SIXTH AVENUE
(FORMERLY REAR STREET)
RENSSELAER COUNTY
CITY OF TROY

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

yes

To:	Mayor Lou Rosamilia
CC:	Sharon Martin, Assessor
From:	Adrienne LeDuc-Waugh, Assessment Clerk
Date:	March 11, 2015
Re:	Private sale application submitted by: Brian McCandless
Location:	90.70-4-3 (3056 6th Avenue)

Please find a request from Brian Mccandless in regard to purchasing the property located at 3056 Sixth Avenue. This parcel is classified as a three family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. McCandless/Priam LLC owns several properties in the city of Troy (see attached listing) Verification of Comptrollers records show that MrMcCandless do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

3056 SIXTH AVE — Property Location
90.70-4-3 — SBL#
2 Family — Description

PURCHASE PRICE $800.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE RESIDENTIAL — 2 UNITS

SUMMARY OF IMPROVEMENTS Repair roof - Repair/replace windows - Install plumbing, electrical utilities, heating - Repair walls, floors -

Estimated Total Costs $ 30,000.00

Present Number of Units 2
Proposed Number of Units 2

☐ Owner Occupancy yes ___ no ✓

Residential ✓
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** BRIAN McCANDLESS (please print)
Company/LLC** PRIAM LLC

(please print)
Principals BRIAN McCANDLESS

Address 130 CANVASS ST.
COHOES, NY 12047

Phone # (518) 330 7473

(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Owner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
McCandless, Brian	381700	2014	101.38-3-45	2224 Fifth Ave	311	22,500	A
McCandless, Brian	381700	2014	101.38-3-47	2228 Fifth Ave	311	1,180	H

ner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
IAM LLC	381700	2014	90.62-8-11	President St	311	11,000	A
IAM, LLC	381700	2014	90.70-3-5	3015 Sixth Ave	220	60,000	A
IAM, LLC	381700	2014	90.70-7-3	2935 Sixth Ave	220	65,000	A
AM, LLC	381700	2014	90.70-7-12	2914 Fifth Ave	311	8,000	A
AM, LLC	381700	2014	90.78-1-8	2804 Fifth Ave	220	45,000	A

RPS Version 4 - [Snapshot, Group - Assessor, Name - Waugha]

90.70-4-3 | 391700 Troy | Active | R/S:1 | School: Enlarged Troy (
City of Troy AX0140 | Roll Year: 2014 Curr Yr | 2 Family Res | Land AV: 12,000
3056 Sixth Ave | Land Size: 0.12 acres | Total AV: 45,000

Owner Total: 1
Name: City of Troy AX0140
Addl Addr:
Street: 433 River St
PO Box:
City: Troy, NY Zip: 12180-

Site Total: 1

Parcel:	Nbhd Cd:	Sewer:	Water:	Utilities:
2 Family Re	17300	Comm/pul	Comm/pu	Gas & ele

Taxable Value

County:	0
Muni:	0
School:	45,000
Village:	0
Schl after Star:	45,000

Miscellaneous
Book: 6393
Page: 330
Mortg:
Bank:
Acct No: 1307630

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	25.33	200.00	0.12	0

Sale Total: 4

Book	Page	Sale Date	Sale Price	Owner
6393	330	08/02/12		1 City of Troy, I S
3812	118	10/20/06	123,000	Wing, Camille
3002	49	05/13/05	20,000	Volgas, Attila

Building Total: 1
Bldstyle: 08 Old style
Sfla: 1760
Baths: 2 1/2 Baths: 0
Beds: 5
Ext Wall: 02
Yr Built: 1890
Eff Yrblt: 0
Cond: Fair

Exemption Total: 1

Code		Amount	Term Year	Own Pct
33401	City Tax Sale I	45,000	0	0

Improvement Total: 1

Type	Name	Dim1	Dim2	SQFT	Yr Built
XX2	No Driveway	0	0	.00	1890

Special District Total: 2

Code		Units	Pct	Type	Value / Move Tax
PL017	Troy Public Li	.00	.00		.00
RECY1	Recycling	2.00	.00		.00

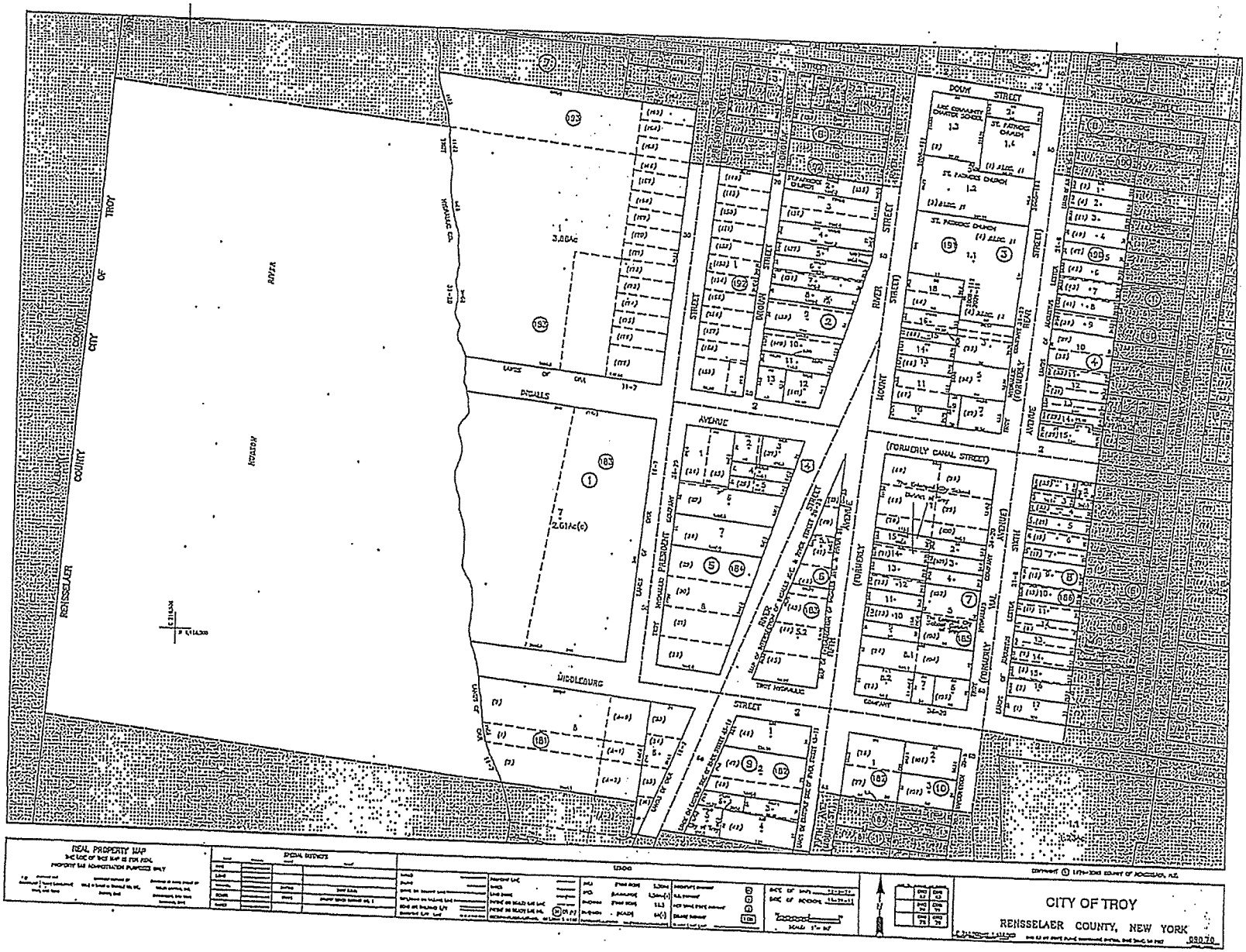
Double click to open a window

3-11-15 13:00:17

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1307640. 3056 Sixth Avenue. Frontage and depth: 24.50 x 100 being the same premises described in Book 3812 of Deeds at Page 118 in the Rensselaer County Clerk's Office and being the same premises in the 2006 City of Troy Assessment Rolls as Tax Map Number 90.70-4-3 In Rem Serial No. AX0140 (Camille Wing)



RENSSELAER COUNTY
CITY OF TROY
HUDSON RIVER
DOUW STREET
ST. PATRICKS CHURCH
BROWN STREET
RIVER STREET
MOUNT STREET
(FORMERLY CANAL STREET)
PRESIDENT AVENUE
MIDDLEBURG STREET
TROY HYDRAULIC
LANDS OF OGA
3.88Ac
2.61Ac(c)
REAL PROPERTY MAP
CITY OF TROY
RENSSELAER COUNTY, NEW YORK

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

yes

To:	Mayor Lou Rosamilia
CC:	Sharon Martin, Assessor
From:	Adrienne LeDuc-Waugh, Assessment Clerk
Date:	March 11, 2015
Re:	Private sale application submitted by: Nauman Hussain
Location:	212 Hill St. (112.22-1-17)

Please find a request from Nauman Hussain in regard to purchasing the property located at 212 Hill St. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. Hussain does not own any property in the City of Troy. Verification of Comptrollers records show that Mr. Hussain does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

212 Hill St — Property Location
112.22-1-17 — Tax Map #
Two Family — Description

PURCHASE PRICE $1,000.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE This will be a restored two-family and will be a residential rental for tenants. The owner will not reside.

SUMMARY OF IMPROVEMENTS Both units will be gutted, new electrical, plumbing, roofing, heating, painting, new kitchen, bathroom, doors, flooring, windows, and landscaping. Estimated Total Costs $ 100,000.00

Present Number of Units 2
Proposed Number of Units 2

☐ Owner Occupancy yes ___ no ✓

Residential ✓
Commercial ___
Vacant Lot ___

The Deed from the City will be composed using the name/names **exactly as shown below:**

Name(s)** Nauman Hussain (please print)

Company/LLC** ___

(please print) ___

Principals ___

Address 776 Saratoga Rd
Cohoes NY 12831

Phone # 518-365-5026

(Signature) ___

(Signature) ___

If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

RPS Version 4 - [Snapshot, Group - Assessor, Name - Waugha]

112.22-1-17
City of Troy AT0034
212 Hill St

381700 Troy
Roll Year: 2014 Curr Yr
Land Size: 0.10 acres

Active R/S:1
2 Family Res

School Enlarged Troy I
Land AV: 10,000
Total AV: 37,000

Owner Total 1
Name: City of Troy AT0034
Addl Addr:
Street 433 River St
PO Box
City: Troy, NY Zip: 12180-

Site Total 1

Prpcls	Nbhd Cd:	Sewer:	Water:	Utilities:
2 Family Re	17500	Comm/pul	Comm/pu	Gas & ele

Taxable Value

County:	0
Munl:	0
School	37,000
Schl after Star:	37,000

Miscellaneous
Book: 4796
Page: 270
Mortg:
Bank:
Acct No: 0802840

Land Total 1

Type:	FF:	Depth:	Acres:	Sqft:
Primary	37.50	120.00	0.10	0

Sale Total 1

Book	Page	Sale Date	Sale Price	Owner
4796	270	10/16/08	1	City of Troy AT0

Building Total 1
Bldstyle: 08 Old style
Sfla: 1734
Baths: 2 1/2 Baths: 0
Beds: 6
Ext Wall: 03
Yr Built: 1910
Eff Yrblt: 0
Cond: Fair

Exemption Total 1

Code		Amount	Term Year	Own Pct
33401	City Tax Sale I	37,000	0	0

Improvement Total 0

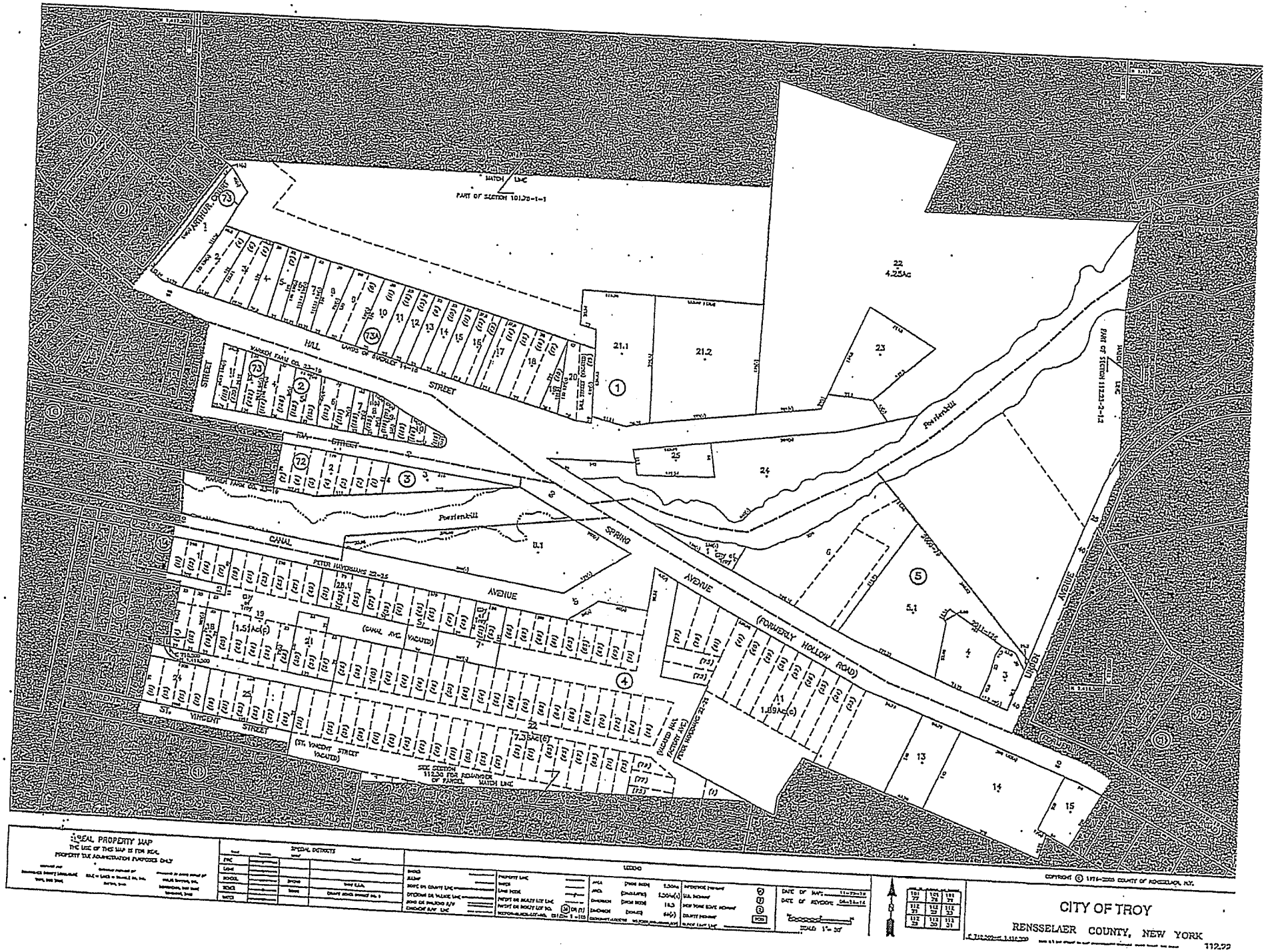
Type	Name	Dim1	Dim2	SQFT	Yr Built

Special District Total 1

Code		Units	Pct	Type	Value / Move Tax
RECY1	Recycling	2.00	.00		.00

Double click to open a window

3-11-15 15:22:17



MATCH LINE
PART OF SECTION 101.70-1-1
ARTHUR COURT
HALL STREET
LANDS OF BUCKLEY 14-16
WARREN FARM CO. 23-19
RAY STREET
CANAL AVENUE
PETER HAVERMANS 22-25
(CANAL AVE. VACATED)
ST. VINCENT STREET
(ST. VINCENT STREET VACATED)
SEE SECTION 112.30 FOR REMAINDER OF PARCEL MATCH LINE
SPRING AVENUE
(FORMERLY HOLLOW ROAD)
Poesienkill
LINDEN AVENUE
PART OF SECTION 112.23-2-12
22
4.25Ac
21.1
21.2
23
24
25
5.1
1.89Ac(c)
7.35Ac(c)
1.51Ac(c)
REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY
SPECIAL DISTRICTS
LEGEND
DATE OF MAP
DATE OF REVISION
SCALE 1" = 50'
COPYRIGHT © 1976-2005 COUNTY OF RENSSELAER, N.Y.
CITY OF TROY
RENSSELAER COUNTY, NEW YORK
112.22

THE CITY OF

TROY

Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia

CC: Sharon Martin, Assessor

From: Adrienne LeDuc-Waugh, Assessment Clerk

Date: March 11, 2015

Re: Private sale application submitted by: JHM Realty LLC

Location: 523 Fifth Ave. (80.64-5-6)

Please find a request from JHM Realty LLC in regard to purchasing the property located at 523 Fifth Avenue. This parcel is classified as Lite Industry Manufacturing. This property is contiguous with two parking lots and Snowman's Ice Cream owned by JHM Realty LLC. (See attached map)

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. JHM Realty LLC owns four properties in the City of Troy; 527 Fifth Ave., 529 Fifth Ave., 531 Fifth Ave and 32 114th St. Verification of Comptrollers records show that JHM Realty LLC does not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

523 5th Avenue — Property Location
80.64-5-6 — Tax Map #
Light Ind. Manufacturing — Description

PURCHASE PRICE $500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Property will be fixed up - new windows - siding - Roof - and Rented as commercial space to JHM Ice Cream Inc for Dry Storage. If Estimated Cost of repairs exceeds $30,000 Building will be demolished for parking lot and Green Space for JHM Ice Cream Inc / The Snowman.

SUMMARY OF IMPROVEMENTS
New windows - Siding - new roof - new heating system installed
All Improvements will be done by owner JHM Realty LLC Estimated Total Costs $ 30,000

Present Number of Units _____
Proposed Number of Units _____

☐ Owner Occupancy yes ____ no ____

Residential ____
Commercial X
Vacant Lot ____

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** John H. Murphy IV (please print) Company/LLC** JHM Realty LLC.

(please print) Principals John H. Murphy IV

Address 531 5th Ave
Troy, NY 12182

Phone # 518-233-1714

(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

RPS Version 4 - [Snapshot, Group - Assessor, Name - Waugha]

File View Toolbar Help

City of Troy_BA0068
523 Fifth Ave

381700 Troy
Roll Year: 2015 Next Yr
Land Size: 0.14 acres

Active R/S:1 School Lansingburg Csd
Lite Ind Manfr Land AV: 7,500
Total AV: 50,000

Owner Total: 1
Name: City of Troy_BA0068
Addl Addr:
Street: 433 River St
PO Box:
City: Troy, NY Zip: 12180-

Site Total: 1

Prpcls:	Nbhd Cd:	Sewer:	Water:	Utilities:
Lite Ind Ma	17004	Comm/pul	Comm/pul	Gas & ele

Taxable Value
County: 0
Muni: 0
School: 50,000
Schl after Star: 50,000

Miscellaneous
Book: 7317
Page: 168
Mortg:
Bank: COT
Acct No: 1605960

Land Total: 1

Type:	FF:	Depth:	Acres:	Sqft
Primary	50.00	120.00	0.14	0

Sale Total: 3

Book	Page	Sale Date	Sale Price	Owner
7317	168	11/10/14	1	City of Troy_BA0
5091	263	12/15/08	1	North Troy Asso
79	2474	12/29/97	40,000	Falk Michael

Building:1 Section: 1 Total: 1
Boeck Model: 2-4 sty mfg woo Stories: 2
Eff Yr Built: 1960 Wall A%: 0
Gross Floor: 9504 Wall B%: 100
Bldg Perim: 638 Wall C%: 0

Exemption Total: 1

Code		Amount	Term Year	Own Pct
33401	City Tax Sale I	50,000	0	0

Improvement Total: 0

Type	Name	Dim1	Dim2	SQFT	Yr Built

Special District Total: 1

Code		Units	Pct	Type	Value / Move Tax
PL017	Troy Public Li	.00	.00		.00

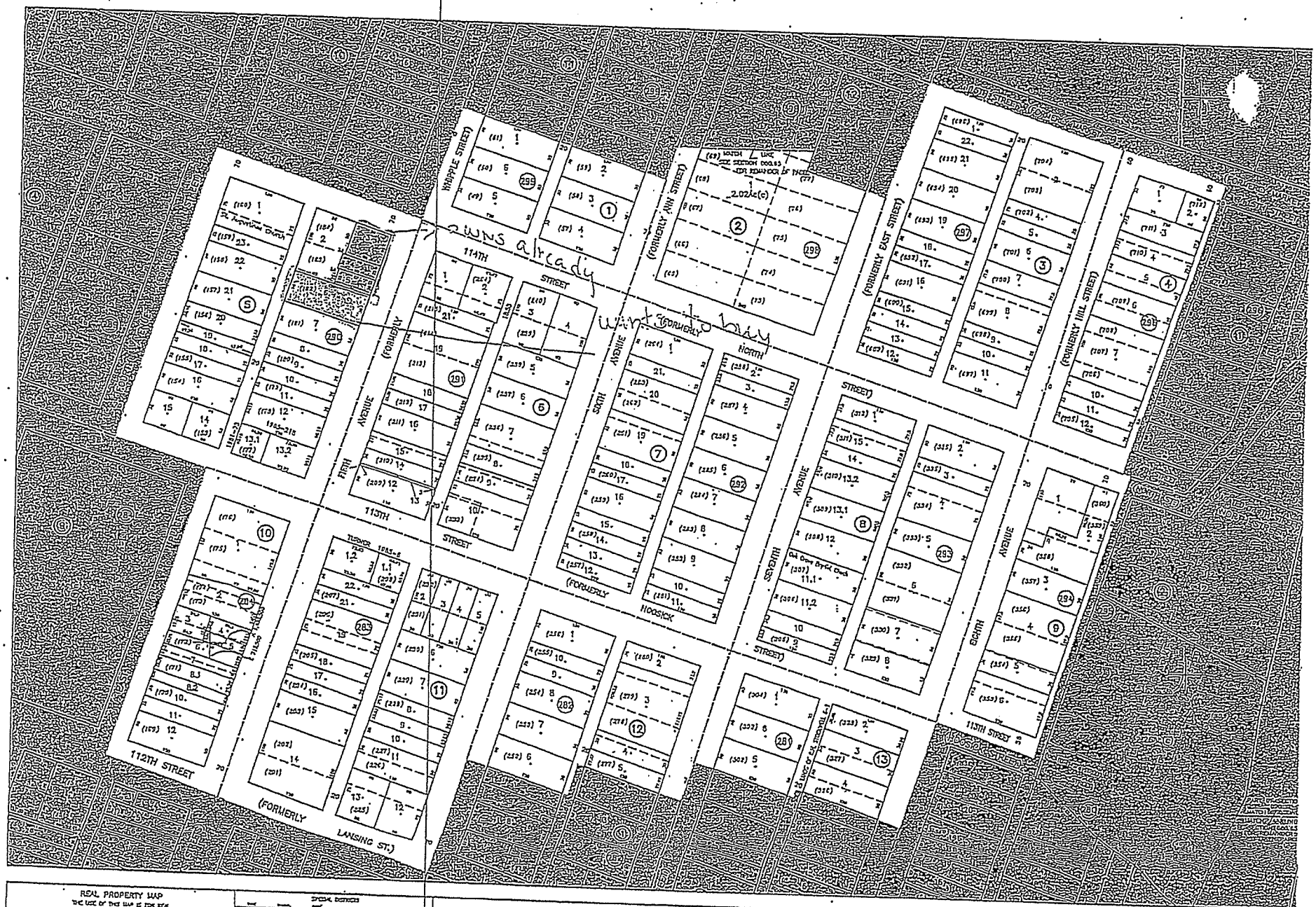
Double click to open a window

3-31-15 12:10:47

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1605960 523 FIFTH AVE frontage and depth: 50 x 120 being the same premises described in Book 5091 of Deeds at Page 263 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number80.64-5-6 In Rem Serial No. BA0068 (NORTH TROY ASSOCIATES LTD)



REAL PROPERTY MAP
THE USE OF THIS MAP IS FOR REAL PROPERTY TAX ADMINISTRATION PURPOSES ONLY

SPECIAL DISTRICTS

LEGEND

SCALE: 1" = 50'

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CITY OF TROY

RENSSELAER COUNTY, NEW YORK

000.64

ORDINANCE AMENDING THE CODE OF THE CITY OF TROY, ARTICLE V VEHICLE USAGE POLICY CHAPTER 60 OFFICERS AND EMPLOYEES SECTION 60-9 ON CALL EMPLOYEES

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

Section 1. Article V Chapter 60 Vehicle Usage Policy, Section 60-9 On Call Employees; is amended to provide and read as follows with new matter underlined and deleted matter stricken.

B. Twenty-four-hour vehicles are to be used for emergency response only, except for limited personal use within the Capital District Area. ~~(Example: A stop for a personal errand on the way between an official stop the employee's home.)~~

Section 2. This Ordinance shall take effect immediately.

Approved as to form April 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

ORD. #40

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED BY BRIAN LEN ON THE ASSESSMENT ROLL OF THE CITY OF TROY

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

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

PROPERTY OWNER	PARCEL NO.
Brian Len	100.84-4-11

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

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

Section 4. This Ordinance shall take effect immediately.

Approved as to form, April 9, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Brian Len (100.84-4-11)
241 Second Street
ATTORNEY: Patrick L. Seely, Esq. (Jones Hacker Murphy, LLP)

This is a three family residence, which was purchased by Brian Len on April 30, 2013 from the City of Troy for $26,000.

The property has been vacant since the date of sale, and Mr. Len has been rehabilitating the building on his own. The building is assessed for $245,000.

Mr. Len commenced proceedings challenging the 2013 and 2014 tax assessments on his property. For the taxable status dates of both years, the property was vacant, and no certificate of occupancy was issued by the City.

Petitioner had an appraisal report prepared by Armstrong Appraisals that supported a value of $26,000 based on comparable sales and an income capitalization approach.

As of today's date, no certificate of occupancy has been issued for any of the three units, but the bottom floor unit is being prepared to be listed. After a review of the appraisal and the comparable sales, a settlement was reached in which the 2013 assessment would be set at $50,000 and the 2014 assessment would be set at $125,000. Petitioner would waive refunds from the City of Troy only.

The following summarizes the refund liability:

		Assessed Value	Revised AV	Total refund	City Refund
Len	2013	$245,000	$50,000	$7,931	$2,153
	2014	$245,000	$125,000	$4,880	$1,325

ORD. #41

ORDINANCE AMENDING THE FEDERAL ASSET FORFEITURE SPECIAL REVENUE ACCOUNT TO RECOGNIZE ADDITIONAL FEDERAL ASSET REVENUES AND APPROPRIATE FUNDS

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

Section 1. A special revenue account is hereby amended to receive additional revenues from the Federal Asset Forfeiture Account, and appropriate funds within as provided in Schedule "A" entitled:

"Federal Forfeiture Funds"

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, April 10, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the Federal Forfeiture Special Revenue Account to recognize additional revenues and to appropriate said funds.

Summary of Provisions: This legislation will allow for an acceptance of funds from the Federal Asset Forfeiture Account ($44,485.00) and to appropriate said funds.

Present Law: N/A

Purpose: This request for action by the City Council reflects the receipt of $44,485.00 additional Federal Asset Forfeiture monies for the purpose purchasing ten body armor units at a total cost of $10,800.00, for the purchase fifteen Springfield XDS firearms at a cost of $8,250.00, replenishing funds used for the purchase of Tasers in the amount of $18,035.00 and for purchasing and training expense associated with the purchase of one K9 dog unit in the amount of $7,400.00.

Fiscal Impact: Amending the Federal Forfeiture special revenue account to recognize receipt of additional revenues in the amount of $44,485.00 and appropriate for police department purposes.

SCHEDULE A
Special Revenue Fund

Public Safety - Police
Asset Forfeiture
2015 Budget Amendment

	Original * Budget	Change	Revised Budget
Special Revenue			
Revenue - CD510			
CD.3000.2620.8000.8298 Forfeitures of Deposit	$0.00	$44,485.00	$44,485.00
Total		$44,485.00	
Expenditures - CD960			
CD.2015.0203.800.8298 Other Materials and Supplies	$0.00	$44,485.00	$44,485.00
Total		$44,485.00	

* or as previously revised
JAM

ORDINANCE AMENDING THE 2015 CITY BUDGET TO TRANSFER FUNDS WITHIN THE GENERAL BUDGET LINES

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

Section 1. The City of Troy 2015 GENERAL FUNDS budgets is herein amended and set forth in Schedule A entitled:

May 2015 Budget Amendment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form April 10, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2015 General Fund Budget appropriations.

Summary of Provisions: This legislation is being initiated by the administration and will transfer funds from certain accounts to a 2015 Budget Strategy Contingency Account.

Present Law: N/A

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st and the City Council passes the budget in December. The several hundred expense categories contained in the 2015 budget are estimates of those expenses made in 2014 for 2015.

Overall Budget Fiscal Impact: None.

SCHEDULE A
General Fund Transfer

Public Safety - Police
May 2015 Budget Amendment

		Original * Budget	Change	Revised Budget	
From:	Public Safety Police Clothing Allowance A.3120.0107.0000	$91,500.00	($21,000.00)	$70,500.00	
To:	Public Safety Police Uniforms A.3120.0423.0000	$25,000.00	$21,000.00	$46,000.00	a)
	Net Change		$0.00		

* or as previously revised
JAM

Footnote

a) To reimburse the Uniform budget line item for 28 officer who for 2015 opt to take vouchers to Rosen or United Uniforms . Uniform allowance is $ 750.00 per officer.

ORD. #43

ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED BY KENNETH STULMAKER ON THE ASSESSMENT ROLL OF THE CITY OF TROY

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

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

PROPERTY OWNER	PARCEL NO.
Kenneth Stulmaker	112.77-6-1

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

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

Section 4. This Ordinance shall take effect immediately.

Approved as to form, April 15, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Kenneth Stulmaker (112.77-6-1)
62 Vandenburgh Ave.

ATTORNEY: Cathy Drobny, Esq. (Jones Hacker Murphy, LLP)

This is the former Pizza Hut, which was sold on April 1, 2013 for $275,000. The property is leased to Mr. Stulmaker, who made renovations and operates the property as "Louie's" restaurant. The property has currently ceased operations as Louie's.

The property is assessed at $520,000, which was based upon sale prices of active fast food restaurants in the Capital Region. Based on the sale price, which was arm's length, and the amount of the renovations, the assessor was willing to settle this at the sale price for 2013 ($275,000); the settlement value for 2014 ($330,000) reflects the renovations.

Petitioner has not paid taxes based on his 2013 or 2014 assessments. Under the terms of the settlement, the tax bill will be revised to reflect the settlement values and taxes would be paid based on that amount.

The following summarizes the difference in tax liability:

		Assessed Value	Revised AV	Total Tax Difference	City Tax Difference
Stulmaker	2013	$520,000	$275,000	$9,964	$2,705
	2014	$520,000	$330,000	$7,727	$2,098
				$17,691	$4,802

ORD. #44

ORDINANCE AUTHORIZING AND APPROVING, THE FILING OF THE CITY OF TROY'S APPLICATION FOR FUNDING PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, THE MCKINNEY ACT EMERGENCY SHELTER GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM AND DESIGNATING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE OF THE CITY FOR SUCH PURPOSES

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

Section 1. The City of Troy's consolidate plan grant funding for 2015-2016 program year is set forth in the notice of proposed project funding, identified as Schedule "A", which is attached hereto and made a part hereof. The Mayor on behalf of the City of Troy be and hereby is designated as the authorized representative of the City of Troy to act in connection with the filing of an application for funds pursuant to the United States Housing and Community Development Act of 1974 (CDBG), the McKinney Act Emergency Shelter Grant Program (ESG), and the HOME Investment Partnership Program (HOME).

Section 2. The Mayor, on behalf of the City of Troy, is hereby authorized to execute all contracts, documents, and other instruments in furtherance of implementing all projects associated with and described in such application and to use such funds pursuant to such Application and described in the attached Schedule "A" and undertake other such actions and provide such additional information as may be required in the furtherance thereof.

Section 3. This act will take effect immediately.

Approved as to form, April 23, 2015

_____

Ian H. Silverman, Esq., Corporation Counsel

2015-2016 OYAP				
Account #	Project		Amount	
COMMUNITY DEVELOPMENT BLOCK GRANT				
2015-16 Funding Allocation from HUD			1,651,237	
Total CDBG Funds				$1,651,237
Planning and Administration				
CDBG Planning & Program Administration	City of Troy (Housing Department)			$301,237
				$301,237
Neighborhood Livability				
Recreation	City of Troy (Recreation Department)			$350,000
Code Enforcement	City of Troy (Code Enforcement)			$25,000
Homeowner Solar Energy PILOT Program	City of Troy (Housing Department)			$275,000
North Central Target Area Reinvestment				$50,000
Lansingburg Reinvestment Target Area	City of Troy Housing Department			$1,000,000
				$1,000,000
Homelessness	ESG FUNDS			
ESG Admisistration	City of Troy			$149,000
CARES - HMIS	CARES			$11,175
YWCA - Rapid Rehousing	YWCA			$10,097
Roarke Center - Prevention	Roarke Center			$14,970
Unity House - Prevention/Emergency Shelter	Unity House			$10,438
TAUM - Rapid Rehousing/Hmoeless Prevention	TAUMS			$36,892
Joseph's House - Emergency Shelter	Joseph's House			$13,128
Legal Aid - Rapid Rehousing	Legal Aid			$48,000
				$4,300
HOME	HOME FUNDS			
HOME Administration	City of Troy (Housing)			$432,579
HOME Homebuyer Incentive Program	TRIP			$43,257
HOME TBRA Program	Joseph's House			$250,000
CHDO Housing Project Rehab/New Construction	CHDO			$50,000
				$89,322

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 141 BUILDINGS, SECTION 141-14 "FEE FOR SIGNS AND CERTIFICATION LETTERS."

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

SECTION 1: § C-141-14 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 141-14. Fee for signs and certification letters.

B. A fee of ~~$25~~ **$50** per property address shall be charged for all requested certification letters, including certifications with regard to ~~flood zones and~~ use and occupancy classifications.

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

_____

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-141-14 of the Code of Troy.

Summary of Provisions: § C-141-14 of the Code of Troy would be amended to increase fee for zoning certification letters and delete provision regarding flood zone certification letters.

Effect on Present Law: This action would eliminate a service the City is not capable of providing.

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 251 STREETS AND SIDEWALKS, SECTION 251-3 "OBSTRUCTIONS"

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

SECTION 1: § C-251-3 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 251-3. Obstructions.

B. Portable signs**, objects, banners, installations or outdoor seating/dining,** which are freestanding and~~, which~~ are usually displayed at or in the sidewalk area and which are periodically moved onto the site, must meet the following criteria: [1]

(1) No portable sign shall be permitted after daylight hours.

(2) No portable sign shall be internally or externally illuminated.

(3) No portable sign shall obstruct any public right-of-way or private property other than that on which it is located.

(4) No more than one portable sign shall exist for each establishment.

(5) With the exception of menu/sandwich board signs, and A- or T-frame signs, no portable sign shall be displayed for more than 30 days.

(6) No menu/sandwich board sign nor A- or T-frame sign shall exceed a height of three feet nor a width of two feet **without expressed permission of the Historic Review Committee and/or City of Troy Planning Commission.**

(7) Signage, which is to be displayed in a historic district, shall be subject to approval by the Historic Review Committee and/or the City of Troy Planning Commission.

(8)Items other than signs may be permitted after dark, but may not obstruct any public right of way to the degree that public passage is not allowed. Public passage must be maintained to a minimum of 36" in width.

(9) Any person wishing to display a sign, object, banners, installation or utilize outdoor seating/dining shall apply for a Sidewalk Use/Outdoor Dining Permit to the City's Bureau of Code Enforcement. Upon completion of the application and receipt of necessary approvals, the applicant shall pay an annual fee of $25, submitted with a certificate of liability insurance naming the City of Troy, NY as an additional insured prior to the permit being issued. Said permit shall expire on December 31 of the year of issuance.

(10) Issuance of said permit shall not relieve the applicant of responsibility for adhering to the other applicable sections of this code.

(11) This section of the code does not apply to signs which are part of one or two day events, such as parades, fairs, festivals, sidewalk sales and meetings or other similar activities, however, no such sign shall be displayed on more than four (4) occasions during the calendar year.

[1] *Editor's Note: See Ch. **285**, Zoning, of this Code for regulations regarding signs.*

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

_____

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-251-3 of the Code of Troy.

Summary of Provisions: § C-251-3 of the Code of Troy would be amended to regulate/register sidewalk obstructions in the City right-of-way. Currently, only free standing signs are referenced.

Effect on Present Law: This action would regulate sidewalk obstruction for the safety of the public.

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 285 ZONING, SECTION 285-12 "DEFINITION OF TERMS"

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

SECTION 1: § 285-12 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 285-12 Definition of Terms

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

BOUTIQUE

A small scale retail sales establishment engaged in the sale of specialty goods, carrying selected fashions or unique merchandise of high quality and price.

CONVENIENCE STORE

A grocery retail store less than 2500 square feet, limited to one floor, where no less than 75% of said square footage is allocated to the sale of foodstuffs including fresh fruits and vegetables

DELICATESSEN

An establishment selling cooked or preserved foods such as meats, prepared salads, desserts, cheeses, pickles, sandwiches, soft drinks, etc., generally for consumption off the premises and with a seating area which can accommodate no fewer than ten (10) patrons.

GIFT SHOP

A retail store offering a variety of small gift items, as opposed to stores offering primarily specific lines of merchandise such as toys, clothing, or sporting goods.

GROCERY STORE

Any retail establishment no larger than 5,000 square feet where no less than 75% of said footage is allocated for the sale of foodstuffs, including fresh fruits and vegetables, are regularly and customarily sold for consumption off the premises.

SUPERMARKET

A grocery retail outlet of at least 5,000 square feet which may allocate no more than 40% of said square footage for the sale of nonfood items.

VARIETY STORE

A small scale commercial establishment primarily engaged in the retail sale of a variety of merchandise in the low price range. Sales usually are made on a cash-and-carry basis, with the open selling method of display and customer selection of merchandise. These stores generally do not carry a complete line of merchandise, are not departmentalized, do not carry their own charge service, and generally do not deliver merchandise. No more than 10% of floor area shall be dedicated to the sale of food items.

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-285-12 of the Code of Troy.

Summary of Provisions: § C-285-12 of the Code of Troy would be amended to add various definitions for retail establishments.

Effect on Present Law: This action would allow for regulation of such establishments various zone districts.

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 285 ZONING, SECTION 285-61 "B-4 CENTRAL COMMERCIAL"

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

SECTION 1: § C-285-61 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 285-61. B-4 Central Commercial.

A. Philosophy:

This District is designed to encompass the City's Central Business District. As such, this District is designed to encourage a wide variety of mixed land uses, including but not necessarily limited to commercial, professional office, entertainment service, medium- to high-density housing and governmental activities.

~~A.~~ **B.** Allowed uses:

(1) All uses allowed in the B-3 Zone.
(2) Hotels, motels.
(3) Financial institutions.
(4) All residential uses allowed in the R-5 Zone.
(5) Commercial and academic research and development facilities.
(6) Transportation terminals; taxi stands.
(7) Off-street parking lots and garages.
(8) Broadcast and telecommunications facilities.
(9) Printing and publishing establishments.
(10) Assembly and packaging operations of precision instruments, electronic instruments, confections and novelties.
(11) Health-related facilities, nonintensive.
(12) Libraries.

~~B.~~ **C.** Special permit uses:

(1) Uses requiring a special permit in the B-3 Zone.
(2) Churches.
(3) College and university facilities exclusive of fraternities and sororities.
(4) Banquet facilities.
(5) Car washes.
(6) Warehousing and trucking terminals.

C. Lot characteristics:

(1) Minimum lot area: None.
(2) Minimum lot width: None.
(3) Minimum setbacks:
(a) Front: None.
(b) Rear: 20 feet (unless interior loading space is provided).
(c) Sides: None.
(4) Maximum lot coverage: 80%; unless interior loading space is provided, then 100%.
(5) Maximum density:
(a) High-rise residential: 120 units per acre.
(b) Medium-rise residential: 80 units per acre.
(c) Other uses: None.

~~D.~~ **E.** Building height:

(1) High-rise residential: 150 feet.
(2) Other uses: 80 feet.

~~E.~~ **F.** Off-street parking: None required.

~~F.~~ **G.** Off-street loading: See §§ 285-83 and 285-84.

~~G.~~ **H.** Existing structures with change of use, substantial rehabilitation or addition: Access to an existing or proposed private or public alley must be provided at street level. Such accessway shall be of sufficient size to permit orderly, rapid and efficient movement of merchandise being loaded or unloaded.

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

_____
Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-285-61 of the Code of Troy.

Summary of Provisions: § C-285-61 of the Code of Troy would be amended to correct formatting issues.

Effect on Present Law: None

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 285 ZONING, SECTION 285-91 "SCHEDULE OF OFF-STREET PARKING"

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

SECTION 1: § C-285-91 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§285-91 Schedule of Off-Street Parking

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

Land Use	Required Parking Spaces (Where the number of spaces is determined by square footage, said number shall not be pro rated)
Boutique	**1.25 per 300 sq. ft. floor area**
Convenience store	**1.25 per 300 sq. ft. floor area**
Delicatessen	**1 per 200 sq. ft. floor area**
Gift shop	**1.25 per 300 sq. ft. floor area**
Supermarket	**1.25 per 300 sq. ft. floor area**
Variety Store	**1.25 per 300 sq. ft. floor area**

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-285-81 of the Code of Troy.

Summary of Provisions: § C-285-91 of the Code of Troy would be amended to provide off-street parking requirements for newly added retail definitions.

Effect on Present Law: This action would allow for regulation of such establishments in existing zone districts.

ORD. #52

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 141 BUILDINGS, SECTION 141-34 "SIGNS"

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

SECTION 1: § C-141-34 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 141-34. Signs.

B. The overhang of any sign is limited to four feet over a public sidewalk or thoroughfare with a minimum clearance of at least 12 feet between the sidewalk level and the bottom of the sign. The designs of any sign or display board having an area on one face in excess of 50 square feet must be submitted to the Director of Code Enforcement or his/her designee for approval before construction will be permitted. **Any sign planned for the City's historic districts must be reviewed by the Historic Review Committee and may be subject to review by the City's Planning Commission prior to approval.**

SECTION 2: This act shall take effect immediately.

Approved as to form, April 24, 2015

Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-141-34 of the Code of Troy.

Summary of Provisions: § C-141-34 of the Code of Troy would be amended to include review by the Historic Review Committee in the City's historic districts.

Effect on Present Law: None

TABLED

ORD. #53

ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 285 ZONING, SECTION 285-67 "SUPPLEMENTAL REGULATIONS"

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

SECTION 1: § C-285-67 of the Code of Troy is amended to read as follows with new matter in bold and underlined:
§ 285-67 Supplemental Regulations

J
Notwithstanding any other provision of this code to the contrary, no new convenience store, variety store or retail establishment not otherwise defined in this code shall be allowed within the City limits, nor shall any existing convenience store, variety store or retail establishment not otherwise defined in this code be reopened after being closed for six consecutive months, altered, opened, enlarged or extended in any degree or capacity, nor shall any nonconforming use be changed to a convenience store, variety store or retail use not otherwise defined in this code through the duration of this moratorium. This moratorium shall be in effect until October 31, 2015.

SECTION 2: This act shall take effect immediately.

Approved as to form, May 5, 2015

_____
Ian H. Silverman, Esq., Corporation Counsel

Memorandum of Support

Title: An ordinance amending § C-285-67 of the Code of Troy.

Summary of Provisions: § C-285-67 of the Code of Troy would be amended to provide certain restrictions on the establishment or expansion of various retail establishments.

Effect on Present Law: This action would for the regulation of various retail establishments.

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 attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term.

Patricia M. Cumo - 05/07/2015-05/07/2017
176 Delaware Avenue, Apt. C
Troy, New York 12180

Joseph B. Caird - 05/07/2015-05/07/2017
50 Pawling Avenue
Troy, New York 12180

David W. Martin - 05/07/2015-05/07/2017
119 Fifth Avenue
Lansingburgh, New York 12180

Rhonda F. Reed - 05/07/2015-05/07/2017
2443 21st Street, Cedar Park 3C
Troy, New York 12180

Mark Wojcik - 05/07/2015-05/07/2017
904 9th Avenue
Troy, New York 12182

Kayla Lynn Cancilla - 05/07/2015-05/07/2017
125 River Street, Bldg. 4 Apt. 5B
Troy, New York 12180

Rodney G. Wiltshire, Jr. - 05/07/2015-05/07/2017
47 Brunswick Road
Troy, New York 12180

Catherine Conroy - 05/07/2015-05/07/2017
387 3rd Avenue, Unit 204
Troy, New York 12182

Sarah Fish - 05/07/2015-05/07/2017
336 Congress Street
Troy, New York 12180

Thomas J. Casey - 05/07/2015-05/07/2017
5 Locust Avenue
Troy, New York 12180

Stephanie J. Floyd - 05/07/2015-05/07/2017
3000 6th Avenue
Troy, New York 12180

Laura Rabinow - 05/07/2015-05/07/2017
48 Adams Street
Troy, New York 12180

Anastasia C. Robertson - 05/07/2015-05/07/2017
128 Fifth Avenue, Apt. 1R
Troy, New York 12180

Rebecca Sweeney - 05/07/2015-05/07/2017
161 8th Avenue
Troy, New York 12180

Todd Jojo - 05/07/2015-05/07/2017
48 Parkview Court
Troy, New York 12180

Anthony Burke - 05/07/2015-05/07/2017
827 7th Avenue
Troy, New York 12182

Matthew Fluty - 05/07/2015-05/07/2017
40 Brookview Avenue
Troy, New York 12180

Jolene M. Wiltshire - 05/07/2015-05/07/2017
47 Brunswick Road
Troy, New York 12180

Michele Bell - 05/07/2015-05/07/2017
562 5th Avenue
Troy, New York 12182

James R. Gordon - 05/07/2015-05/07/2017
528 7th Avenue
Troy, New York 12182

Dean L. Bodnar - 05/07/2015-05/07/2017
103 Nyroy Drive
Troy, New York 12180

Jacqueline McDonough - 05/07/2015-05/07/2017
60 Milkyway Road
Troy, New York 12182

Edward G. McDonough - 05/07/2015-05/07/2017
60 Milky Way Road
Troy, New York 12180

Harry J. Tutunjian - 05/07/2015-05/07/2017
31 24th Street
Troy, New York 12180

Karl F. Moschner - 05/07/2015-05/07/2017
169 Second Street
Troy, New York 12180

David Bissember - 05/07/2015-05/07/2017
48 Adams Street
Troy, New York 12180

Andrea Daley - 05/07/2015-05/07/2017
253 4th Street
Troy, New York 12180

Michael Harrington - 05/07/2015-05/07/2017
82 Pawling Avenue
Troy, New York 12180

Adam Sanzone - 05/07/2015-05/07/2017
147 Pawling Avenue
Troy, New York 12180

Kevin McGrath - 05/07/2015-05/07/2017
17 Red Rock Road
Troy, New York 12182

Edward McGrath - 05/07/2015-05/07/2017
605 6th Avenue
Troy, New York 12182

Approved as to form, May 7, 2015

_____
Ian H. Silverman, Esq., Corporation Counsel

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO AN ADMINISTRATIVE ORDER ON CONSENT WITH THE STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE

WHEREAS, by way of a Notice of Probable Violation the State of New York Department of Public Service alleged that the City of Troy Department of Public Utilities violated the Commission's regulations implementing § 119-b of the Public Service Law and Article 36 of the General Business Law (16 NYCRR Part 753-Protection of Underground Facilities); and

WHEREAS, the City of Troy has negotiated with the State of New York Department of Public Service an administrative Order on Consent ("Consent Order"), to resolve the violations asserted by the State of New York Department of Public Service; and

WHEREAS, the City desires to resolve the violations asserted by the State of New York Department of Public Service pursuant to the terms of the Consent Order.

NOW, THEREFORE, BE IT RESOLVED, that Mayor is authorized to take all actions necessary to finalize and execute the Consent Order.

Approved as to form, April 6, 2015

_____

Ian H. Silverman, Esq., Corporation Counsel

NEW YORK STATE OF OPPORTUNITY. | Department of Public Service

Public Service Commission
Audrey Zibelman
Chair

Patricia L. Acampora
Garry A. Brown
Gregg C. Sayre
Diane X. Burman
Commissioners

Kimberly A. Harriman
General Counsel
Kathleen H. Burgess
Secretary

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

March 25, 2015

RECEIVED
MAR 30 2015
LAW DEPT

Mr. Ian Silverman
City of Troy Department of Public Utilities
25 Water Plant Road
Troy, NY 12182

Re: Notice of Probable Violation dated October 3, 2014

Dear Mr. Silverman:

Upon review of the evidence in the above-referenced matter, we propose to resolve it by modifying the Consent Order attached to the October 3, 2014 Notice of Probable Violation. The significant revision to that Consent Order is that the penalty will be reduced to $1,000.

Attached to this letter you will find a proposed modified Consent Order. Please respond by either:

1. Signing (by an authorized representative of the Company) the proposed Consent Order, and returning with a check as indicated in Clause 4; or

2. Declining to sign the Consent Order.

Be advised that if option 2 is chosen, we will report this matter to the Commission for their determination. Furthermore, the Commission would not be bound by this offer of a reduced penalty and could impose a penalty up to $2,500 as indicated in the original NOPV.

5264: 2 Pawling Avenue, Troy

CONSENT ORDER

1. This document is a Consent Order entered into between the New York State Department of Public Service (Department) and City of Troy Department of Public Utilities (Respondent).

2. The Department of Public Service has recommended a penalty of $1,000 pursuant to §119-b(8) of the Public Service Law and Article 36, §765(1) of the General Business Law, in full satisfaction of the Notice of Probable Violation dated October 3, 2014.

3. Respondent admits to a violation of 16 NYCRR Part 753-3.6(a).

4. Respondent hereby agrees, upon signing this Consent Order, to attach payment of the penalty by certified check or money order payable to the "Department of Public Service". The signed Consent Order and check shall be addressed to:

Ms Carol Gnacik
Director of Finance and Budget
Department of Public Service
Three Empire State Plaza
16th Floor
Albany, N.Y. 12223-1350.

5. The Department and Respondent agree that this Consent Order shall constitute a Final Order of the Commission. Respondent hereby expressly waives any and all right of appeal or judicial review that might otherwise attach to a Final Order of the Commission.

_____
NAME

_____
DATE

_____
Kathleen H. Burgess
Secretary

_____
DATE

Form G-3

Rev: 6/01

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

16 NYCRR PART 753 CITATION

Date of Violation(s): 7/14/14 Date Issued: 7/14/14

Company Cited: City of Troy Dept. of Public Utilities

Address: 25 Water Plant Rd

City: Troy State: NY Zip Code: 12182

Violation Location: 2 Pawling Ave

City: Troy County: Rensselaer

Other Party(s): National Grid Gas

Damaged Facilities: 2" plastic main

Method of Excavation: Excavator

Description of Project: Curb stop for Water

Nature of Project: Private [ ] Municipal [X] State [ ] Utility [ ]

Origin of Investigation: Directly Reported by: Operator [ ] Excavator [ ] Random [ ] Emergency Notification [X] Complaint [ ]

Effect/Public Health Safety & Welfare: 4 houses evacuated. Fire and Police were on scene. No Media. No Injuries reported

Code Section(s) Violated: 753-3.6(a) Requirement: Verification of underground facilities

Remarks: Excavator used mechanized equipment in the tolerance zone, below depth of pavement, before verifying the precise location, type, size, direction of run and depth of the underground gas facility.

Regional ID #			
Office ID #			
One-Call #			
Pictures Taken	[ ] Yes	[ ] No	
Booklet provided	[X] Yes	[ ] No	
Investigative Report	[ ] Yes	[ ] No	
Other Evidence			

DPS Investigator: Zachary Tondera (Print) [signature] (Signature)

Issued to: Evan Perry (Print) [signature] (Signature)

Signature acknowledges receipt only and does not constitute an admission to the alleged violation(s).

No response to this citation is required. If you wish to respond, write to the Gas & Water Division, New York State Department of Public Service, Three Empire State Plaza, Albany, N.Y. 12223-1350. If the Public Service Commission proposes to determine any penalties for this alleged violation(s), you will be notified by separate letter and provided an opportunity to respond.

Original: Company Cited Copies: (1) Other Party, (2) Dept. of Public Service Files

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE WITH REDBURN INFRASTRUCTURE, LLC

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a Lease with Redburn Infrastructure, LLC in substantial conformance with the proposed lease attached hereto and made a part hereof.

Approved as to form, April 10, 2015

Ian H. Silverman, Esq., Corporation Counsel

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between the City of Troy, New York ("Landlord") and Redburn Infrastructure LLC, a ("Tenant").

1. Option to Lease

(a) In consideration of the payment of and no/I 00 dollars ($) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of () months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional () months upon written notice to Landlord and payment of the sum of and no/ 100 dollars ($) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those term s are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord , to obtain a title report , zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 3249 Tibbits Avenue, Troy, NY, 12180, comprises approximately 60 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signal s and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, two hundred seventy dollars ($) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year (5) terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by three-percent (3%) per year of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference) . Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities: Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation , radio transmitting and receiving antennas, microwave dishes,

tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department and including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the tern of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. Tenant shall provide 24-hour notification prior to accessing the site. In the case of emergencies, tenant shall have immediate access to the site. Tenant will notify the City of tenant's immediate access. Notification number to call:

City Technician - (518)237-0611 or (518)237-0241

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and

is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of Five Hundred Thousand and no/100 Dollars ($500,000.00) per occurrence and One Million and no/100 Dollars ($1,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured toss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waiver set forth in Section 11(b) above, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party 's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, request s, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

Redburn Infrastructure LLC.
172 River Street, Ste. C
Troy, NY 12180
Attn: John Blackburn

With a copy to:

If to Landlord to:

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage , lease, or other agreement binding on Landlord . Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as tong as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and

reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property . Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

By: _____

Printed Name: _____

Its: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT:

By: _____

Printed Name: _____

Its: _____

Date: _____

ADDENDUM TO SITE LEASE WITH OPTION
(Additional Terms)

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD:

By: _____

Printed Name: _____

Its: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT:

By: _____

Printed Name: _____

Its: _____

Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

EXHIBIT B
The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

RESOLUTION FOR A HOMERULE REQUEST TO THE NYS LEGISLATURE TO ENABLE A RESIDENTIAL PARKING PERMIT PROGRAM FOR DOWNTOWN TROY

WHEREAS, The Troy City Council recognizes that on-street parking for residents who live in the immediate business district area of downtown Troy is unavailable for long term daily use;

NOW, THEREFORE BE IT RESOLVED, that the City of Troy will issue a Home Rule Request to the NYS Assembly and the NYS Senate for the passage of enabling legislation to allow a residential parking permit program to be implemented by the city administration within the downtown BID boundaries.

Approved as to form, April 21, 2015

_____

Ian H. Silverman, Esq., Corporation Counsel

RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF TROY'S FIVE YEAR STRATEGIC CONSOLIDATED PLAN TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Troy has prepared the City of Troy's Five Year (2015-2019) Strategic Consolidated Plan for the U.S. Department of Housing and Urban Development planning and funding purposes, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, the City of Troy City Council, duly convened does hereby

RESOLVE, that the City Council hereby approves said plan and authorizes the mayor to submit the Five Year (2015-2019) Strategic Consolidated Plan to the U.S. Department of Housing and Urban Development and to execute any and all documents necessary to satisfy HUD requirements and to put the plan into effect.

Approved as to form April 23, 2015

_____

Ian H. Silverman Esq., Corporation Counsel