

**TROY CITY COUNCIL
FINANCE MEETING AGENDA
April 22, 2021
6:00 P.M.**

Pledge of Allegiance
Roll Call
Approval of Minutes
Presentation of Agenda
Public Forum (*see end of agenda for instructions)

LOCAL LAWS

ORDINANCES

22. Ordinance Declaring Remnant Steam Powered Generator To Be Surplus City Property And Authorizing The Comptroller To Sell It For One Dollar To The Hudson Mohawk Industrial Gateway To Be Used For Educational Purposes (Council President Mantello) (At The Request Of The Administration)

23. Ordinance Transferring Funds Within The 2021 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

24. Ordinance Amending The 2021 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

25. Ordinance Authorizing The Reconveyance Of Real Property Acquired By In Rem Foreclosure (Council President Mantello) (At The Request Of The Administration)

26. Ordinance Authorizing Leases Of Parking Spaces In The Fifth Avenue Parking Garage For A Five Year Term (Council President Mantello) (At The Request Of The Administration)

27. Ordinance Amending Chapters 234 & 247 Of The Troy City Code (Council Member Cummings) (At The Request Of The Administration)

28. 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 Mantello) (At The Request Of The Administration)

RESOLUTIONS

28. A Resolution To Honor Geneva Pompey And To Designate The Public Park At Seventh Avenue And Ingalls Avenue As “Geneva Pompey Park” (Council President Mantello, Council Member Ashe McPherson)

30. Resolution Accepting A Restore New York Grant For The Renovation Of 701 River Street And Authorizing The Mayor To Sign A Sub-Recipient Agreement With Redburn Development, LLC. (Council President Mantello) (At The Request Of The Administration)

31. Resolution Of The Troy City Council Authorizing Acceptance Of A Grant From The Hudson River Valley Greenway To Create A Trailhead For The Empire State Trail (Council President Mantello) (At The Request Of The Administration)

32. Resolution Of The Troy City Council Authorizing The Acceptance Of A Grant From The Capital District Transportation Committee For A Linkage Study Of The Federal Street Corridor (Council President Mantello) (At The Request Of The Administration)

33. Bond Resolution Of The City Of Troy, New York Authorizing The Issuance Of \$450,000 Serial Bonds To Finance The Reconstruction Of Various Bridges In The City (Council President Mantello) (At The Request Of The Administration)

34. Resolution Authorizing The Mayor To Submit The City Of Troy’s Annual One Year Action Plan Of The Five Year Strategic Consolidated Plan To The U. S. Department Of Housing And Urban Development (Council President Mantello) (At The Request Of The Administration)

***PUBLIC FORUM**

Due to the current COVID-19 crisis and pursuant to Governor Andrew Cuomo’s Executive Order No. 202.1, this meeting shall be held remotely via videoconference and live-streamed on the City Council’s [YouTube channel](#). Troy residents who wish to comment during the public forum at the beginning of the meeting must have the ability to join the Zoom meeting via computer or phone and will be required to pre-register for the meeting. The link to register for the meeting will be posted at least 24 hours before the meeting on the Council [Agenda and Minutes](#) page. You must register for the meeting by 3 pm on the day of the meeting.

Per the City Council, written comments will not be read aloud at this meeting but will be added to the meeting minutes. Written comments to be added to the meeting minutes should be sent to mara.drogan@troyny.gov and must be received by 3 pm on the day of the meeting. You must include your full name and residential address, as required by Council rules. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.

ORDINANCE DECLARING REMNANT STEAM POWERED GENERATOR TO BE SURPLUS CITY PROPERTY AND AUTHORIZING THE COMPTROLLER TO SELL IT FOR ONE DOLLAR TO THE HUDSON MOHAWK INDUSTRIAL GATEWAY TO BE USED FOR EDUCATIONAL PURPOSES

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

- Section 1.** The City owns a massive non-functional steam powered generator - a remnant of the City's nineteenth century industrial heritage - that is now located at the former Scolite industrial site along the Hudson River near the Poestenkill Creek.
- Section 2.** The Hudson Mohawk Industrial Gateway wants to acquire this generator in furtherance of its educational mission and has represented that it has the financial ability to move the generator from its current location to the Burden Museum site, a complex and expensive undertaking that will require significant planning, engineering, and rigging.
- Section 3.** The City Council hereby declares the aforesaid generator and the chain link fence surrounding it to be surplus property no longer needed for City purposes.
- Section 4.** In consideration of the educational mission of the Hudson Mohawk Industrial Gateway and in the interest of preserving the City of Troy's industrial heritage at a place convenient to the citizens of Troy, the City Council, pursuant to Troy City Charter section C-50, hereby authorizes the Comptroller to sell the surplus generator and surplus fencing to the Hudson Mohawk Industrial Gateway for one dollar, subject to the following terms and conditions: (1) that the purchaser shall move the generator to the Burden Museum at its sole risk and expense; (2) that the purchaser shall hold the City harmless from any and all damages and liability that may arise therefrom; (3) that the purchaser shall use the generator only for educational purposes and use the fencing to protect the installation; (4) that the purchaser shall complete the project of moving the generator within one year of the effective date of this Ordinance or forfeit all right, title, and claim to the generator and fencing which shall then revert to the City; and (5) that the purchaser shall execute a memorandum of agreement memorializing the terms of sale and shall produce proof of insurance in form and amounts satisfactory to the Corporation Counsel before entering the Scolite site or commencing the moving project.
- Section 5.** In consideration of the circumstances, terms, and conditions recited herein, the City Council hereby determines that the sum of one dollar is a fair and reasonable price and adequate consideration for the surplus generator and fencing, without the necessity for competitive bidding.
- Section 7.** This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

The purpose of this ordinance is to transfer the remnant non-functional steam powered generator, now located at the former Scolite industrial site, to the Hudson Mohawk Industrial Gateway for one dollar. If the Council declares the generator to be surplus property and approves the sale, the plan is for the Gateway to move the generator to the Burden Museum site at its sole risk and expense, holding the City harmless from all liability, and with insurance coverage to be approved by Corporation Counsel. The sale includes the protective chain link fence that currently surrounds the industrial artifact.

The purpose of the Hudson Mohawk Industrial Gateway is to celebrate and commemorate the industrial heritage of Troy and the Capital District. The Gateway wants to acquire this generator to exhibit it on the grounds of the Burden Museum in furtherance of its educational mission. The generator appears to have been manufactured by General Electric and likely was installed at its present location by the Troy and Albany Iron & Steel Company to power its facilities in Troy, which produced thousands of miles worth of Bessemer steel railroad rails in the 19th and early 20th centuries. Thereafter, the Ludlow Valve Company probably used the generator to produce an astonishing array of valves for water and gas systems continuing into the 1960s. This artifact is one of the very last remnants of that powerhouse of an industrial site. The Gateway considers it to be well worth the expense of saving, and looks forward to exhibiting it to our residents and to our industrial heritage visitors, who contribute greatly to the current economic vitality of the City.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2021 GENERAL FUND
BUDGET**

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

Section 1. The City of Troy 2021 budget is herein amended as set forth in Schedule A entitled:

2021 Budget Transfer(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This transfer provides funding for the hiring of six new police officers covering the last six months of the 2021 fiscal year. By hiring these officers now and funding the positions for the final half of this fiscal year, the new officers will be able to enter the police academy this year and be on the street six months earlier than if they were funded as part of the 2022 budget process. Funding is being provided from the General Fund's Contingency account for salaries, benefits, and uniforms. The cost of training police officers is a flat amount paid annually for the police academy, and it has already been incorporated in the City's 2021 budget.

Schedule A

ORD23

2021 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Contingency	A.1410.0101.0000.0000	Contingency	1,010,156.53	(182,731.00)	827,425.53
Police Department	A.3120.0101.0000.0000	Permanent Salaries	9,966,621.00	125,580.00	10,092,201.00
Police Department	A.3120.0107.0000.0000	Clothing Allowance	102,000.00	2,550.00	104,550.00
Police Department	A.3120.0108.0000.0000	Holiday Pay	401,941.00	5,774.00	407,715.00
Police Department	A.3120.0112.0000.0000	Premium Pay	157,225.00	2,400.00	159,625.00
Police Department	A.3120.0423.0000.0000	Uniforms	155,650.00	36,000.00	191,650.00
Police Department	A.3120.0806.0000.0000	Social Security	956,488.00	10,427.00	966,915.00
Net Impact On General Fund				<u>0.00</u>	

ORDINANCE AMENDING THE 2021 GENERAL FUND BUDGET

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

Section 1. The City of Troy 2021 budget is herein amended as set forth in Schedule A entitled:

2021 Budget Amendment(s) – Police Department Covid-19 Funding

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the 2021 General Fund budget to include the remaining unused funding for a grant the Police Department received in 2020 related to the Covid-19 pandemic. All funds are being allocated to the specific Materials & Supplies account.

Schedule A

2021 Budget Amendment(s) – Police Department Covid-19 Funding

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Federal Aid	A.3000.4960.0000.3024	FEMA Assistance - Covid-19	0.00	84,200.81	84,200.81
Total General Fund Budget Revenue Increase				<u>84,200.81</u>	
Expenditures					
Police	A.3120.0303.0000.3024	Other Material & Supplies - Covid-19	0.00	84,200.81	84,200.81
Total General Fund Budget Expenditure Increase				<u>84,200.81</u>	
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

**ORDINANCE AUTHORIZING THE RECONVEYANCE OF REAL PROPERTY
ACQUIRED BY IN REM FORECLOSURE**

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

Section 1. Pursuant to Troy City Code Section 83-6 (A), the City Council may authorize a reconveyance of real property, acquired by the City through an in rem foreclosure action and not otherwise assigned for City purposes, to any person or entity which had been vested with title thereto on the date of the filing of the list of delinquent taxes in the in rem action.

Section 2. Pursuant to Troy City Code Section 83-6 (B), the applicant, Andrew J. Wallace, has applied to the Bureau of Surplus Property for reconveyance of real property located at 3225 Seventh Avenue, Troy, New York (Tax Map SBL No. 90.63-1-6). A copy of the application is attached hereto in support hereof.

Section 3. In accordance with Troy City Code Sections 83-6 (B) and (C), applicant has certified under oath that he was the owner of this parcel of real property on the date of the filing of the list of delinquent taxes in the in rem foreclosure action, and that applicant has not accepted or agreed to accept any consideration for making the application in return for applicant's promise to convey the parcel to be reconveyed.

Section 4. Applicant already has paid in escrow to the Assessor and Treasurer the amounts calculated to be due under Troy City Code Section 83-6 (E) for delinquent taxes, interest, and administrative fees, as well as the Rensselaer County Clerk's fees for filing the deed of reconveyance, which amounts total \$18,077.33, and are hereby determined to be the total amount required to be paid by Section 83-6 (E) in order to effect the reconveyance. Copies of the Reconveyance Figures and Deposit Report are attached hereto in support hereof.

Section 5. The applicant having substantially complied with the terms of Section 83-6 of the Troy City Code, the Mayor is hereby authorized to sell and reconvey the above referenced real property by executing and delivering a quitclaim deed to the applicant former owner.

Section 6. This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

Applicant's Name: ANDREW J. WALLACE
(This is the name which will be on the Deed from the City of Troy if your reconveyance is finalized)

Mailing Address: 3225 7TH AVENUE

Ward/Plate Number: 1306030 Tax Map Number: #90.63-1-6

Property Address 3225 7TH AVENUE

Status of Applicant to Owner who was foreclosed on:
SEA

Lienor, (If lienor, type of lien):

Within one (1) month after the beginning of the application period, the applicant shall submit a duly written certificate or certified search of the County Clerk or Clerk of any Surrogate's or other Court of Record, or by the duly written certificate, certified search of title report of any title insurance, abstract or searching company or attorney attesting that the applicant for such conveyance was on the date of the filing of the list (06/09/08) of delinquent taxes such owner, lienor or encumbrancer of record and listing any liens or encumbrances of record as of that date. In the event that the estate, lien or interest of the applicant shall have been derived by reason of the death of the owner, lienor or encumbrancer of record of or against such lands, real estate and real property on the date of the filing of the list of delinquent taxes, and such derived estate, lien or interest of the applicant shall not appear of record, proof of such facts as shall be sufficient to attest to the derivation of such estate, lien or interest shall be made by affidavit of the applicant or other persons having information with relation thereto.

I Andrew J. Wallace hereby state that I am the former owner
(lienor) of 3225 7TH AVENUE and that I have not
accepted or agreed to accept any consideration or other assistance for making this application in return for
a promise or agreement to convey, transfer or assign my right, title and interest in the lands to be
conveyed.

DATED: 04/07/21

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

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

Andrew J. Wallace
Applicant's Signature

Sworn to Before Me this
4th day of April 2014

[Signature]
NOTARY PUBLIC OR COMMISSIONER OF DEEDS



Reconveyance Applicant Information SheetProperty Address: 3225 7TH AVENUE1. Applicant's Name: ANDREW J. WALLACEAddress: 3225 7TH AVENUEPhone number: (518) 326 - 3790Email Address: N/A2. Applicant's Name: LEE E. WALLACEAddress: 3225 7TH AVENUEPhone number: (916) 708 - 8196

Email Address: _____

Property Address: 3225 7TH AVENUE

3. Applicant's Name: _____

Address: _____

Phone number: () _____ - _____

Email Address: _____

2020 IN-REM RECONVEYANCE FIGURES

BG0062

Property Address: 3225 7th Ave.

Account # 1306030

Tax Map # 90.63-1-6

Andrew & Vergie Wallace

3225 7th Ave.

Troy, NY 12180

Payment Amount Due

Delinquent Taxes City Principal	\$	3,617.54	
Delinquent Taxes County Principal	\$	1,669.27	
Delinquent School Taxes Principal	\$	5,015.25	
Delinquent Library Principal	\$	96.09	
Delinquent BID Principal	\$	-	
Delinquent Recycling Principal	\$	-	
Delinquent Garbage Principal	\$	386.00	
Sub Total			\$ 10,784.15

Delinquent Taxes City Interest	\$	2,029.12	
Delinquent Taxes County Interest	\$	165.06	
Delinquent Taxes School Interest	\$	901.86	
Delinquent Library Interest	\$	0.23	
Delinquent Recycling Interest	\$	-	
Delinquent Garbage Interest	\$	-	
Sub Total			\$ 3,096.27

Adv Fee	\$	60.00	
Delinquent Water (with interest) (For Treasurers Office)	\$	596.39	
Sub Total			\$ 656.39
Total Taxes Due			\$ 14,536.81

Administrative Fee 15% or \$300.00 of total taxes due (which ever is greater)	\$	2,180.52	
Reconveyance Fee	\$	235.00	
Advertising Fee	\$	25.00	
Assessors Fee	\$	300.00	
Legal Fees	\$	150.00	
Closing Fees	\$	400.00	
Sub Total			\$ 3,290.52

Rensselaer County Filing Fees

Transfer Gains (\$4.00 per \$1000.00)	\$	60.00	
Filing Fee	\$	45.00	
\$5.00 per page of deed to be filed (X3)	\$	15.00	
TP584	\$	5.00	
RP5217 \$125.00 or \$250.00	\$	125.00	
(100-299 or 411C are \$125.00 all other classes are \$250.00)			
Sub Total (For Rens. Cnty Clerks Office)			\$ 250.00

TOTAL DUE BY 4/7/21 **\$ 18,077.33**

CHECK 1 (Made out to Assessors)	\$	17,230.94
CHECK 2 (Made out to Treasurers)	\$	596.39
CHECK 3 (Made out to Rensselaer Cnty Clerk)	\$	250.00

MUST BE CERTIFIED FUNDS

Prepared by Date: 4/7/21

DEPOSIT OF MONEYS WITH CITY TREASURER

Date: 4/7/21

From Whom Received:		Revenue				Amount
Fund	G/L	Major	Minor	Account Name		
TA	0030	-0091		Deposited Assessor's Office (Reconveyance)		
				Check		
				10026433	3,230.94	
				516282187-9	2,500.00	
				516282182-0	1,500.00	
				10026420	2,100.00	
				10026422	2,500.00	
				10026416	5,500.00	
				Total	\$17,330.94	

Ward Plate: 1306030 Serial# BG0062
 Property Class Code: 220
 Reconveyance App Date: April 7, 2021
 Tax Map #: 90.63-1-6
 Property Address: 3225 7th Ave
 Applicant: Andrew & Vergie Wallace

Back Taxes \$13,940.42
 Administrative Fee \$2,180.52
 Reconveyance Fee \$235.00
 Advertising Fee \$25.00
 Assessor Fee (Title Search) \$300.00
 Legal Fees \$150.00
 Closing Fees \$400.00
 Water 100.00
 Total Due **\$17,330.94**

Office Use Only
 Bank: Pioneer Bank
 Account Number: 0866
 Bank Code: 226

This is to certify that the foregoing is a correct statement of amounts received from sources and/or persons mentioned

Received Payment: PAID *W&P*
 CASHIER APR 07 21
 Dated: CITY TREASURER
 Signed: Sharon Martin
 Title: City Assessor

Overpayment of \$100.00
 Please Refund to Tammy Parker
 3225 Seventeenth
 Troy, NY 12180

ORDINANCE AUTHORIZING LEASES OF PARKING SPACES IN THE FIFTH AVENUE PARKING GARAGE FOR A FIVE YEAR TERM

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

Section 1. Pursuant to Troy City Charter Section C-50, the City Council may provide for a lease of City-owned real property, not otherwise needed for City purposes.

Section 2. The United States Postal Service previously has leased parking spaces in the Fifth Avenue Parking Garage on an annual basis with one year renewals, but now wants to lease 118 and 10 non-exclusive use parking spaces for a five year term, from June 1, 2021 through May 31, 2026. Copies of the proposed leases are attached hereto in support hereof.

Section 3. The Landlord may change the monthly parking rates - currently \$75.00 per space per month - from time to time during the terms of the leases and the Postal Service may cancel the leases on thirty (30) days written notice. Otherwise, the present arrangements between the parties continue substantially unchanged.

Section 4. The United States Postal Service and its facilities being an important component of the amenities of urban life in the City of Troy, the Mayor is hereby authorized to enter into two separate five year leases with the Postal Service for respectively 118 and 10 non-exclusive use parking spaces in the Fifth Avenue Parking Garage, which leases shall conform substantially to the ones attached hereto.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel



Ground Lease

TROY - 5TH AVENUE PARKING (358540-005)
5TH AVENUE, TROY, NY 12180-3201



Ground Lease

Facility Name/Location

TROY - 5TH AVENUE PARKING (358540-005)
5TH AVENUE, TROY, NY 12180-3201

County: Rensselaer

Lease: C00000605160

This Lease made and entered into by and between CITY OF TROY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:
118 PARKING SPACES FOR PASSENGER VEHICLES.

Total Site Area: 35,400.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$106,200.00(One hundred Six Thousand Two Hundred And 00 /100 Dollars)payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

CITY OF TROY
ATTN: CITY CONTROLLERS OFF
433 RIVER STREET
STE 5001
TROY, NY 12180-2284

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective June 01, 2021 with an expiration date of May 31, 2026, for a total of 5 Years.

4. RENEWAL OPTIONS: None

provided that notice is sent, in writing, to the Landlord at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Landlord is responsible for all Maintenance of the parking lot and snow removal.

7. LEGAL DESCRIPTION:

118 Non-exclusive use parking spaces in the 5th street parking garage in the City of Troy, NY.



**Addendum**

Facility Name/Location

TROY - 5TH AVENUE PARKING (358540-005)
5TH AVENUE, TROY, NY 12180-3201

County: Rensselaer
Lease: C00000605160

7. The City of Troy shall establish the hours of operation for the parking garage. The City is not responsible for providing security to the facility and is not responsible for loss or damage to personal property.
8. Notwithstanding the provisions of paragraph 6 of the General Conditions to USPS Lease, the Postal Service may not sublease any of the parking spaces.
9. It is understood and agreed that the City of Troy Council may change the monthly parking rent for all spaces in the garage from time to time. When such a change occurs, the City of Troy must notify the Contracting Officer in writing of the new monthly parking rent. If the Contracting Officer does not accept the new rent, the Postal Service may terminate this Lease with 30 days written notice.
10. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

CORPORATION

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Corporation: CITY OF TROY

Name + Title:

Name + Title:

Name + Title:

Name + Title:

Landlord's Address: ATTN CITY CONTROLLERS OFF 433 RIVER STREET STE 5001

TROY, NY 12180-2284

Telephone No.: 518-270-4401 Fax No.: _____ Tax ID: XX-XXX2472

E-mail Address: _____

Witness

Witness

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- c. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date Paul S Frye _____
 Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE PO Box 27497, GREENSBORO, NC 27498-1103
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Ground Lease

TROY - INSP SVC PARKING (358101-001)
5TH AVE, TROY, NY 12180-9998



Ground Lease

Facility Name/Location

TROY - INSP SVC PARKING (358101-001)
5TH AVE, TROY, NY 12180-9998

County: Rensselaer

Lease: QU0000549108

This Lease made and entered into by and between CITY OF TROY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof: Upon which is a 10 parking spaces for passenger vehicles.

Total Site Area: 3,000.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$9,000.00(Nine Thousand And 00 /100 Dollars)payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

CITY OF TROY
ATTN: CITY CONTROLLERS OFF
433 RIVER STREET
STE 5001
TROY, NY 12180-2284

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:
FIXED TERM: The term becomes effective June 01, 2021 with an expiration date of May 31, 2026, for a total of 5 Years.

4. RENEWAL OPTIONS: None

provided that notice is sent, in writing, to the Landlord at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Landlord is responsible for all Maintenance of the parking lot and snow removal.

7. LEGAL DESCRIPTION:

10 non-exclusive use parking spaces in the 5th street parking garage in the City of Troy, NY



**Addendum**

Facility Name/Location

TROY - INSP SVC PARKING (358101-001)
5TH AVE, TROY, NY 12180-9998

County: Rensselaer
Lease: QU0000549108

7. The City of Troy shall establish the hours of operation for the parking garage. The City is not responsible for providing security to the facility and is not responsible for loss or damage to personal property.
8. Notwithstanding the provisions of paragraph 6 of the General Conditions to USPS Lease, the Postal Service may not sublease any of the parking spaces.
9. It is understood and agreed that the City of Troy Council may change the monthly parking rent for all spaces in the garage from time to time. When such a change occurs, the City of Troy must notify the Contracting Officer in writing of the new monthly parking rent. If the Contracting Officer does not accept the new rent, the Postal Service may terminate this Lease with 30 days written notice.
10. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

CORPORATION

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Corporation: City of Troy

Name + Title:

Name + Title:

Name + Title:

Name + Title:

Landlord's Address: ATTN CITY CONTROLLERS OFF 433 RIVER STREET STE 5001

TROY, NY 12180-2284

Telephone No.: 518-270-4401 Fax No.: _____ Tax ID: XX-XXX2472

E-mail Address: _____

Witness

Witness

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- c. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date

Paul S Frye
Contracting Officer

Signature of Contracting Officer

FACILITIES REAL ESTATE PO Box 27497, GREENSBORO, NC 27498-1103
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

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Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

**ORDINANCE AMENDING CHAPTERS 234 & 247 OF
THE TROY CITY CODE**

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

Section 1. The purpose of this Ordinance is to amend various Sections and Subsections of Chapters 234 & 247 of the Troy City Code.

Section 2. Section 234-2 is amended by striking out and adding language as follows:

RESIDENTIAL PREMISES

A building (synonymous with residence) containing one to ~~six~~ three residential units; shall not include a hotel, motel or hospital, dormitory, fraternity, sorority, boarding house or nonprofit facility providing client housing services.

Section 3. Section 234-3 (B) (2) is amended by striking out and adding language as follows:

(2) Municipal/public system:

(b) ~~Exclusive right~~ Duty and discretion to collect. The City of Troy Department of General Services or the designated contractor shall ~~have the exclusive right to~~ collect recyclables from any property containing ~~six~~ three or fewer residential units except in cases where the owner of such property has entered into an approved contract for the collection and recycling of recyclables with a firm or individual having a solid waste collection permit issued by the City. The City of Troy Department of General Services or the designated contractor may, in the discretion of the Commissioner, collect recyclables from any property containing four or more residential units, subject to approval by the Commissioner of a written application for collection services and payment of all applicable fees. Notwithstanding the foregoing, the City shall not by reason of this enactment unilaterally discontinue collection services to any property currently served on the date of this enactment, except for nonpayment of fees or other lawful reason.

(c) Recyclable collection device. The Commissioner shall make available to every owner of a property containing ~~six~~ three or fewer residential units a recyclable collection basket, one container for each residential unit, for use at said property. The first ~~such~~ collection basket for each unit shall be made available to the property owner at no charge. Additional baskets for the same property, or replacement baskets for lost or stolen baskets, shall be made available to the property owner by the Commissioner, according to a schedule of charges to be established by the Commissioner. The collection baskets shall remain the property of the City.

(d) Residential properties exceeding ~~six~~ three units. Except as otherwise provided in this Chapter, The the owner of any property containing more than ~~six~~ three residential units shall contract for the collection and recycling of recyclables with a firm or individual having a solid waste collection permit issued by the City ~~for the collection and recycling of recyclables~~. The

property owner shall provide and maintain an appropriate area to receive and store the recyclables generated by the residents of the property. The storage area shall be maintained by the property owner in a neat and sanitary condition. Such area shall comply with all regulations of the Department of General Services and any other applicable rules, regulations, ordinances or laws. All recyclables shall be stored in an appropriate container of sufficient size to hold all the recyclables generated by the use of the property between scheduled collections.

(e) Nonresidential property. The owner of any nonresidential property, the use of which generates recyclables, shall contract for the collection and recycling of recyclables with a firm or individual having a solid waste collection permit issued by the City ~~for the collection and recycling of recyclables~~. The property owner shall provide and maintain an appropriate area to receive and store the recyclables generated by the use of the property. The storage area shall be maintained by the property owner in a neat and sanitary condition. Such area shall comply with all regulations of the Department of General Services and any other applicable rules, regulations, ordinances or laws. All recyclables shall be stored in an appropriate container of sufficient size to hold all the recyclables generated by the use of the property between scheduled collections.

(f) Mixed-use properties. An owner of a property which is used for nonresidential purposes and which also contains ~~six or fewer~~ residential units shall comply with all of the applicable requirements of this Chapter. ~~applicable to residential properties containing six or fewer residential units~~.

Section 4. Section 247-2 (B) is amended by striking out and adding language as follows:

MULTIPLE DWELLINGS PREMISES

Premises containing ~~six~~ four or more residential units and shall include apartment houses, fraternity houses, sorority houses and boarding houses.

RESIDENTIAL PREMISES

Premises containing ~~six~~ three or less residential units.

Section 5. Section 247-8 (C) is amended by striking out and adding language as follows:

C. Private dwelling premises.

(1) Owners and occupants of premises containing one to ~~six~~ three units, whether owner occupied or non-owner occupied shall be eligible for public collection services by the Department of General Services in accordance with collection schedules and directives established by the Commissioner. All garbage to be collected must be placed in a sealed, watertight, container with a lid. Waste intended to be picked up by the City may not be left outside in plastic bags, strewn about or outside of collection containers. The Department of General Services will provide one garbage container for each residential unit in areas of the City that are serviced by an automated side loader truck. These types of trucks require a specific size and type of waste containers. In areas not serviced by an automated side loader, the City does not provide garbage containers.

Each property shall use one container that is sealed, watertight and has a lid, per unit. The container can be no more than 95 gallons. Each unit is allowed one container to be placed out for collection each week. The container should be marked with the property number and street for identification and enforcement purposes. Each container that is placed out for collection, whether the owner or occupant provides their own or it is provided by the City, cannot weigh more than 75 pounds any given week. The volume of waste within the container set out for disposal cannot exceed 55 gallons per unit for regular waste collection. The respective owners and occupants of private dwelling premises shall be responsible to ensure that there is no overflow of garbage at such premises creating a hazardous/unsanitary condition and/or unsightly appearance.

Notwithstanding the foregoing, the City shall not by reason of this enactment unilaterally discontinue collection services to any property currently served on the date of this enactment, except for nonpayment of fees or other lawful reason.

(7) ~~Garbage collection service~~ Solid waste management fee exemptions.

(a) The owner of an owner-occupied residential premises who has qualified for an Enhanced STAR reduction as indicated by records maintained in the ~~Office~~ of the City Assessor shall be entitled to an exemption from the ~~garbage collection service~~ solid waste management fee for the residential unit in which the owner is actually residing, subject to annual filing of an exemption application form with the Commissioner of General Services and verification of such occupancy by Code Enforcement personnel.

(b) In addition to the exemption in subsection (a) above, the owner of an owner-occupied residential premises with three or fewer residential units who has qualified for an Enhanced STAR reduction as indicated by records maintained in the Office of the City Assessor also shall be entitled to an exemption from the solid waste management fee for each residential unit that is and remains unrented and unoccupied in the owner-occupied residential premises, subject to annual filing of an exemption application form with the Commissioner of General Services and verification of such vacancy by Code Enforcement personnel.

(~~b~~c) Subject to annual filing of an exemption application form with the Commissioner of General Services and verification of such vacancy by Code Enforcement personnel, Aan owner of a premises that is duly listed on the City Vacant Building Registry, and for which the vacant building fee payment is current, shall be entitled to an exemption from the ~~garbage collection service~~ solid waste management fee unless it is determined by the Commissioner of General Services or the Office Bureau of Code Enforcement that solid waste materials are being generated and/or deposited at the site of such vacant building.

(~~d~~e) The owner of an owner-occupied residential premises containing ~~up to~~ no more than two residential units who has elected not to rent ~~such the second~~ residential unit(s) ~~on a permanent basis~~ shall be entitled to an exemption from the ~~garbage/recycling collection~~ solid waste management fee for such ~~nonrented~~ unrented and unoccupied residential unit(s) ~~upon~~ subject to the annual filing of an exemption application form with the ~~Office~~

of ~~Code Enforcement~~ Commissioner of General Services and ~~subsequent~~ verification of such vacancy by Code Enforcement personnel.

(e) The owner of premises who has entered into a contract approved by the Commissioner of General Services for collection of solid waste and recyclables by a firm or individual having a solid waste collection permit issued by the City shall be entitled to an exemption from the solid waste management fee for each residential unit at the premises, provided that the owner: (i) makes application for the exemption annually on a form approved by the Commissioner by the deadline set by the Commissioner; (ii) furnishes a copy of a currently valid service agreement/collection contract specifying the address to be served and stating that both trash and recycling materials are to be collected; and (iii) furnishes a copy of a recent paid invoice or other form of receipt acceptable to the Commissioner.

Section 6. Section 247-8 (D) is amended by striking out and adding language as follows:

D. Commercial, institutional and multiple-dwelling premises.

(1) As a general rule, the Department of General Services will not provide solid waste collection services to commercial, institutional and multiple-dwelling premises with more than ~~six~~ three units located in the City of Troy. The owners of such premises must arrange for the collection of solid wastes by means of a private contractor duly approved and permitted by the City at their own cost and expense. The owners/occupants of such premises will utilize a dumpster for the temporary storage of such solid wastes with recyclable and compost materials appropriately separated as set forth in the City's Solid Waste Long Term Plan. Where the installation of a dumpster is not possible or desirable due to the location or configuration of specific premises, the respective owner may utilize such other approved waterproof containers and recycling containers as will be provided by the private contractor. Notwithstanding the foregoing, the City shall not by reason of this enactment unilaterally discontinue collection services to any property currently served on the date of this enactment, except for nonpayment of fees or other lawful reason.

Section 7. The City Council hereby enacts the foregoing amendments to Chapters 234 and 247 of the Troy City Code, and authorizes the codification of these Sections and Subsections, with the elimination of the words herein struck out and the addition of the underlined words, all as delineated in this Ordinance.

Section 8. This Ordinance shall take effect immediately.

Approved as to Form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The Office of General Services is proposing changes to the Chapter 247 Solid Waste Ordinance and the Chapter 234 Recycling Ordinance to add additional exemptions from the Solid Waste Management fee. The amendments also redefine residential premises as buildings with no more than three units. The City will not be required to collect from premises with more than three units. But the amendments “grandfather” collection services to all currently served locations. The City may still discontinue collections for buildings due to non-payment or other lawful reason.

In addition to the current partial exemption for vacant units, home-owner occupied buildings with up to 3 units where the owner is receiving Enhanced STAR will now be eligible for exemption from the annual fee for all vacant units, provided the owner applies annually for the exemption and has the vacant units certified by Code Enforcement.

A fifth exemption from the Solid Waste Management fee will be added to Chapter 247 to allow residents who choose to use private service for garbage removal to be exempted for the year in which they apply, provided they supply the City with the appropriate documentation proving they have contracted for adequate services. Residents who choose to use private garbage service will also be required to utilize private recycling services as opposed to City recycling services.

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 consolidated plan grant funding for the 2021-2022 program year is set forth in the notice of proposed project funding, identified as Exhibit "A", which is attached hereto and made a part hereof. The Mayor, on behalf of the City of Troy, shall 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 the Application for funding and to use such funds granted pursuant to such Application as described in the attached Exhibit "A", and to undertake such other actions and provide such additional information as may be required in furtherance thereof.
- Section 3.** This Ordinance will take effect immediately.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel

Memo in Support

The purpose of this Ordinance is to authorize and approve the filing of the City's Application to receive and distribute \$1,797,827 in CDBG (Community Development Block Grant) funds, \$156,002 in ESG (Emergency Solutions Grant) funds, and \$436,006 in HOME (Home Investment Partnerships Program) funds granted to the City by the United States Department of Housing and Urban Development, for the program year beginning July 1, 2021 and ending June 30, 2022.

HOME funds are granted to provide financial assistance to low and moderate income persons to help them purchase homes and to allow them to live in safe, code-compliant housing. ESG funds are provided to deal with homeless issues. CDBG funds can be used for a wide variety of purposes as long as the CDBG-funded projects meet one of the following three National Objectives:

- a) Primarily benefit low/moderate income persons
- b) Prevention or removal of slums and blight
- c) To meet a particularly urgent need to protect quality of life and health

The attached list of recommendations has resulted from the Administration's review. The City Council can approve the Administration's recommendations, or it can amend the list of projects or amounts to be appropriated for specific projects as long as the funding limits identified above are not exceeded, and as long as the funding decisions are consistent with the National Objectives and the strategies of the Five Year Consolidated Plan and priorities of the Strategic Plan of the 5 Year Consolidated Plan.

Exhibit "A"

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AMENDED NOTICE OF PROPOSED PROJECT FUNDING

CITY OF TROY

2021-2022 ANNUAL ACTION PLAN

Notice is hereby given that the City of Troy, New York hereby present its proposed 2021 One Year Action Plan budget (OYAP) for the 2021-2022 Consolidated Planning program year that begins July 1, 2021. The Proposed U.S. Department of Housing and Urban Development funding includes \$1,797,827 Community Development Block Grant (CDBG) funding, \$156,002 Emergency Solution Grant (ESG) funding and \$436,006 HOME Investment Partnerships Program funding.

A statutory 30-day public comment period will begin on **Thursday, April 1, 2021** and ends on **Friday, April 30, 2021**. All residents, property owners, and other stakeholders of the City of Troy are encouraged to submit written comments or questions regarding the draft One Year Annual Action Plan to the Department of Housing & Community Development located at City Hall, 433 River Street Troy, NY 12180 or email to carolin.skriptshak@troyny.gov

Final approval of the proposed 2021 One Year Annual Action Plan is scheduled for **Thursday, May 6, 2021** at **7:00 PM** at the regularly scheduled Troy City Council meeting.

A copy of the Five Year Strategic Plan of the Consolidated Plan as well as the Annual Action Plan are available for public review weekdays between the hours of 8:30 AM to 4:30 PM at the offices of the Department of Housing and Community Development in Troy City Hall or on troyny.gov website.

Planning & Administration (CDBG): \$200,000

CDBG Planning Administration (Troy Housing Department, \$200,000): Funding is for staff salaries, and to perform the administrative requirements of the Community Development Block Grant program as required under the regulatory statutes of the United States Department of Housing and Urban Development (U.S. Department of HUD).

Neighborhood Livability (CDBG): \$275,000

Code Enforcement (Troy Code Enforcement Department, \$ 200,000): funding to conduct code inspections and related program delivery work in low/moderate income census tract areas.

Recreation (City of Troy Recreation Department, \$75,000): Recreation improvement projects will consist of project based improvements at various park locations to improve safety conditions, access, and projects that expand recreational opportunities for City residents.

South Central Little Italy Target Area Reinvestment \$1,322,827:

South Central Little Italy Target Area Reinvestment (City of Troy Housing Department, \$1,322,827):

The South Troy Target Area Phase 1 will consist of targeted infrastructure improvements, and neighborhood quality of life improvements including, sidewalks and curbing replacement, milling & paving, streetscape improvements, public safety and neighborhood park improvements. Starting on 1st, 2nd, 3rd & 4th Streets at Jackson and heading North. This will be a 2 ½ year Project (2017- 2019).

ESG Homelessness \$156,002

ESG Administration, (CARES, \$11,700.00): Administrative and related program expenses associated with the implementation of the Emergency Solutions Homeless Grant Program.

Unity House Emergency Shelter Operating Expense, (Unity House, \$31,954.20): Emergency shelter operating funds: this service provides emergency shelter and support for domestic violence victims and their children who are faced with homelessness as a result of domestic violence.

Unity House Homeless Prevention, (Unity House, \$7,890.11): The Unity House Prevention program provides emergency rental assistance and security deposits for residents that are at risk of becoming homeless.

TAUM Furniture Program – Rapid Rehousing (Troy Area United Ministries, \$12,477.63): Provides free Furniture to households obtaining permanent housing after homelessness.

TAUM Furniture Program – Homeless Prevention (Troy Area United Ministries, \$2,335.38): Provides free Furniture to households obtaining permanent housing after homelessness.

Roarke Center Connections Homeless Prevention Program (Catholic Charities, \$13,098.32): The Roarke Center Prevention program provides case management and rental assistance for residents that are at risk of becoming homeless. As a means to keep residents from becoming homeless clients are provided on-going services related to education, rehabilitation, job search, mental health and maintaining permanent housing.

Joseph’s House Emergency Shelter Operating Expense (Joseph’s House, \$50,287.45): Operating funds: this service provides shelter and support, advocacy and re-housing services to City of Troy homeless residents.

YWCA Homeless Prevention (Troy YWCA, \$16,258.91): Program serves more than 50 homeless women and women with children to work towards becoming self sufficient.

Homelessness Planning and Assistance Services (Corporation for AIDS Research, Education and Services, Inc. (CARES), \$10,000): Funds to provide updates and maintenance of the Homeless Management Information Services System (HMIS) database required by United States Department of Housing and Urban Development (USDHUD).

(HOME) \$436,006.00

HOME Administration Costs (City of Troy, \$10,000.00): Perform the administrative requirements of the HOME program as requested by the City of Troy and by the United States Department of Housing and Urban Development (USHUD).

CHDO Set-Aside Project (TBD, \$276,006): A certified CHDO will undertake new construction projects or perform rehabilitation on city owned property that will be sold to low and moderate income persons either in the Troy Housing Authority’s Self-Sufficiency program, the City’s Homebuyer Incentive Program, or Habitat for Humanity homebuyers.

Homeowners Incentive Program (TRIP, \$150,000): Grants for City of Troy first time homebuyers. Grant provides down payments, closing costs, and mortgage reductions for low/moderate income first time homebuyers.

All Troy residents and taxpayers, as well as neighborhood organizations, businesses, and other stakeholders in Troy are invited to review this spending plan and comment on it in writing, until 4:30 PM on Friday, April 30, 2021. After receipt of public comments from the March 30, 2021 public hearing, and 30-day public comment period the City Council will move to approve the One Year Annual Action Plan at its regular meeting at 7:00 PM on Thursday, May 6, 2021. Thereafter, the City of Troy will submit its formal application for funding to HUD by May 14, 2021.

**A RESOLUTION TO HONOR GENEVA POMPEY AND TO DESIGNATE THE PUBLIC PARK
AT SEVENTH AVENUE AND INGALLS AVENUE AS
“GENEVA POMPEY PARK”**

WHEREAS, Geneva Pompey was born in Manning, South Carolina, on October 3, 1933, and moved to Troy, New York, with her husband Cleveland Pompey, Sr., seventy years ago when she was 17; and

WHEREAS, Geneva and Cleveland purchased their house at 49 Ingalls Avenue in November of 1968, and she has lived there ever since, just across the street from the public park at Seventh and Ingalls; and

WHEREAS, Geneva is a well-known and much revered mother and grandmother figure in her community, as well as a God fearing woman who has been a faithful member of Oak Grove Baptist Church for many years; and

WHEREAS, Geneva keeps a close eye on her community and spends many summer days sitting in front of her house watching over the children in the park, just as she watched her grandchildren and great grandchildren grow up playing in that park; and

WHEREAS, Geneva still keeps a freezer full of popsicles for the children, and allows them to use her bathroom when necessary, or to just sit with her for comfort; and

WHEREAS, during her life time in Troy, Geneva has on countless occasions demonstrated her personal commitment to help all who ask, whether it be a gift as simple as a hot plate of food, or the use of her electricity at no cost when members of the community host events in the park, or allowing the storage of equipment in her yard where it can be safe, it is well known to everyone that Geneva never says “No” to any reasonable request; and

WHEREAS, Geneva’s community-minded values and the example she sets have inspired the people around her to respect others and to be more helpful individuals, and to create a better North Central neighborhood and a better City of Troy.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Troy, along with the residents of the North Central neighborhood and of the entire City of Troy, wish to show their respect to Geneva Pompey, by paying tribute in her honor and designating the public park at Seventh Avenue and Ingalls Avenue to be known henceforth as “Geneva Pompey Park”; and

BE IT FURTHER RESOLVED, that a sign which shall reflect this designation shall be placed at a prominent and appropriate location as approved by the City Engineer and the City Parks Department.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

**RESOLUTION ACCEPTING A RESTORE NEW YORK GRANT
FOR THE RENOVATION OF 701 RIVER STREET AND
AUTHORIZING THE MAYOR TO SIGN A SUB-RECIPIENT
AGREEMENT WITH REDBURN DEVELOPMENT, LLC.**

WHEREAS, the City of Troy was awarded a \$1,800,000 pass-through grant from the Empire State Development Corporation (ESDC) pursuant to the Restore NY grant program; and

WHEREAS, the grant is intended to support neighborhood growth through the transformation of long-vacant properties into hubs of economic vitality and growth; and

WHEREAS, Redburn Development and PAZ Healthcare have been working diligently on the redevelopment of the long vacant Marshall Ray building in the heart of Troy's North Central neighborhood, which will contribute significantly to economic development in that area;

NOW, THEREFORE, BE IT RESOLVED, that the City of Troy accepts this \$1,800,000 grant from the Empire State Development Corporation and authorizes the Mayor to execute the necessary documentation with Empire State Development; and be it further

RESOLVED, that the Mayor is hereby authorized to enter into a sub-recipient agreement on behalf of the City of Troy with Redburn Development in the amount of \$1,800,000 for reimbursement of qualified expenditures, the final content of said agreement to be in conformance with the requirements of New York Empire State Development Corporation.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel



Wm. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

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

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

To: City Council
From: Steven Strichman
Date: April 1, 2021
Re: Accept Restore NY Grant
701 River Street – Marshall Ray Building

The City was awarded a pass-through grant from New York State in the amount of \$1.8 million dollars, to be used by Redburn Development for renovation and construction of 701 River Street for a \$10.5 million dollar 90,000 square foot renovation in the North Central Neighborhood.

While the project had a setback due to the fire, it is now leasing up for occupancy and will soon be commencing drawdown of the Restore NY grant.

A requirement of the Restore NY program is that the application must be from the municipality in which the project occurs. The city merely passes the money on to the developer as reimbursements occur. Previously, the City undertook the same initiative with the Chasan and Proctors buildings.

Please let me know if you have questions or need additional information to approve this pass-through grant.

**RESOLUTION OF THE TROY CITY COUNCIL
AUTHORIZING ACCEPTANCE OF A GRANT FROM
THE HUDSON RIVER VALLEY GREENWAY
TO CREATE A TRAILHEAD FOR THE EMPIRE STATE TRAIL**

WHEREAS, the City of Troy requested funding from the Hudson River Valley Greenway to create a multi-use path from the Riverwalk below the Green Island Bridge connecting to the Empire State Trail in Green Island; and

WHEREAS, the Hudson River Valley Greenway has awarded a grant of \$400,000 to Troy with no match required; and

WHEREAS, the grant will allow the City of Troy to construct a 2,000-linear-foot protected path (e.g. cycle track) on the Green Island Bridge connecting the Empire State Trail section on Albany Avenue in Green Island to River Street in Troy, in order to provide a safe and welcoming route for trail users to travel to and from downtown Troy; and

WHEREAS, the grant will also enable the City to create an Empire State Trail trailhead on the adjacent waterfront near the Dock Master building, to include orientation signage, bicycle racks, and similar amenities.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Troy accepts this \$400,000 grant from the Hudson River Valley Greenway and authorizes the Mayor to execute the necessary documentation to allow for construction of this Empire State Trail Connection.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel



W.M. Patrick Madden
Mayor

Steven Strichman
Commissioner of Planning &
Economic Development

Monica Kurzejeski
Deputy Mayor

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

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

To: City Council
From: Steven Strichman
Date: April 1, 2021
Re: Accept Hudson River Valley Greenway Grant
Empire State Trail Connection at Green Island Bridge

One recommendation of the Congress Street Bridge study was the creation of a loop trail around the Hudson, using the Congress Street and Green Island Bridges. Consultant Alta Planning identified available funding from the Hudson River Valley Greenway and a request, was submitted based on an estimate of \$344,400. A \$400,000 grant was awarded for construction of this trail this year. No match is required.

While this segment does not complete the loop, it does create an important link that will benefit Troy tourism by creating a link to our downtown from the 750-mile cross state Empire State Trail. We are consulting with Green Island and the D.O.T. on this project.

A full presentation of the Congress Street Bridge Study will be made at an upcoming Planning Committee Meeting. The loop recommendation, of which this grant is only a part, is shown in the diagram.

Special thanks to Alta Planning for going above and beyond the call of duty. I urge passage of this resolution. Please let me know if you have questions or need additional information.





Hudson River Valley Greenway

Empire State Trail Cooperative Agreement Face Page

DATE: March 17, 2021

CA ID: CA 2021-03-17-01

PROJECT

Project Scope of Services and Budget description, as set forth in detail in Schedule 1.

CA PERIOD

From: March 17, 2021

To: December 31, 2022

COOPERATOR

City of Troy
Troy City Hall
433 River Street, Suite 5001
Troy, NY 12180
A Municipal Corporation

FUNDING AMOUNT

\$400,000.00 (Four Hundred Thousand Dollars)

COOPERATOR FEDERAL TAX ID #: 14-6002472

CHIEF ELECTED/AUTHORIZED SIGNER

Name: Patrick Madden

Title: Mayor

Telephone: (518) 279-7130

Facsimile: (518) 270-4546

GREENWAY

Greenway Conservancy for the Hudson River Valley, Inc.

Name: Andy Beers

Title: Empire State Trail Director

Telephone: (518) 473-3835

Facsimile: (518) 473-4518

E-Mail: hrvg@hudsongreenway.ny.gov

Address: 625 Broadway – 4th Floor
Albany, New York 12207-2995

LEAD PROJECT CONTACT

Name: Steven Strichman

Title: Commissioner of Planning & Economic
Development

Telephone: (518) 878-8012

E-Mail: Steven.Strichman@troyny.gov

SPECIAL AWARD CONDITIONS

None

Cooperative Agreement
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this COOPERATIVE AGREEMENT as of the latest parties' signature date written below:

For the **GREENWAY**:

For the **COOPERATOR**:

Andy Beers
Director, Empire State Trail
Greenway Conservancy

Patrick Madden
Mayor
City of Troy

Date: _____

Date: _____

State of New York)
County of Rensselaer)

On this ____ day of _____ in the year 2021,
before me personally came Patrick Madden, to me
known, and known to me to be the person described
in and who executed the foregoing instrument and
he/she acknowledged to me that he/she executed
the same.

Notary Public

COOPERATIVE AGREEMENT

1. PARTIES

This is a Cooperative Agreement (**CA**) between the Greenway Conservancy for the Hudson River Valley, Inc. (**GREENWAY**) and the **COOPERATOR** as identified on the Face Page hereof. The Greenway Conservancy for the Hudson River Valley, Inc. is a Public Benefit Corporation established by the New York State in the Greenway Act of 1991. The **GREENWAY** has been provided funding by New York State for the creation and upgrading of the Empire State Trail.

2. PURPOSE

The purpose of this CA is to provide assistance to the **COOPERATOR** for the **PROJECT**, as set forth in Schedule 1.

A cooperative agreement is a legal written instrument reflecting the relationship between the **GREENWAY** and the **COOPERATOR**, in which the principal purpose is to transfer money, property, and/or services to the **COOPERATOR** to stimulate or support a public purpose authorized by state statute. Substantial involvement is anticipated between the **GREENWAY** and the **COOPERATOR** throughout the project period.

3. PERIOD OF PERFORMANCE

This CA shall be effective when it is fully executed. The term of the CA is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the In Witness Whereof section identified on the Face Page hereof.

4. The **GREENWAY** agrees to:

- A. The **GREENWAY** shall provide financial assistance pursuant to this CA as set forth on the Face Page hereof.
- B. Be responsible for the enforcement of the provisions of this agreement and may refuse to authorize payment on any work performed pursuant to this agreement where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the provisions of this agreement.

5. The **COOPERATOR** agrees to:

- A. Provide services as outlined in the scope of services, which is attached hereto as **Schedule 1**
- B. Note the partnership with, and financial contribution of, the Hudson River Valley Greenway in all press releases, publications, articles, promotional items and any final produced item including virtual placements
- C. Give the **GREENWAY** the right to distribute materials produced with this agreement
- D. Provide the **GREENWAY** with copies of any press releases, newsletters, newspaper articles or any other promotional material associated with this project

- E. Notify the **GREENWAY**, at least two weeks in advance, if it sponsors or participates in any public exhibit or program, related to the project and/or if project material is to be posted to a website, bulletin board or any other virtual place
- F. Adhere to all regulations and laws applicable to the use of state funds for the proposed activity
- G. Comply with all federal, state, and local laws, and permit requirements that may be required for the project and any applicable procurement policies

6. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT

This COOPERATIVE AGREEMENT may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY** and the **COOPERATOR**.

7. DEPOSIT AND INVOICE ARRANGEMENTS

Payments will be made quarterly upon submission of an invoice from the **COOPERATOR** outlining tasks accomplished accompanied by a quarterly status report outlining any applicable matches.

8. CONSULTANTS AND CONTRACTORS

Consultants or contractors engaged by the **COOPERATOR** to carry out any part of the work program shall be the agents of the **COOPERATOR**. There shall be no obligations between the **GREENWAY** and such agents.

9. COPYRIGHT AND GREENWAY REPRESENTATION

A. Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this Contract will be owned jointly by the **COOPERATOR** and **GREENWAY**. The **COOPERATOR** is responsible for ensuring that an acknowledgment of the **GREENWAY** support is made in any publication of any material developed under this project.

B. No Use of Name: the **COOPERATOR** shall not use **GREENWAY's** name or the name of any **GREENWAY** employee in any manner for any purpose whatsoever to imply that **GREENWAY** endorses or supports the **COOPERATOR** (including publicly naming **GREENWAY** as a client), without **GREENWAY's** prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

C. Representations and Warranties: the **COOPERATOR** represents and warrants that (i) the project Materials will be originally and specifically developed by the **COOPERATOR** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **COOPERATOR, or it's contractor as the case may be**, is financially responsible

and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **COOPERATOR** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

D. Review and Approval: **GREENWAY** shall review and approve all work performed under this Agreement.

10. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may designate pursuant to paragraph C below.

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

11. SPECIAL AWARD CONDITIONS

Special Award Conditions, if any, are identified on the Face Page hereof.

12. Amendments

This is the complete agreement between the **GREENWAY** and **COOPERATOR**. This agreement may only be modified or superseded in writing under the provisions outlined in section 6 or by mutual agreement of the **GREENWAY** and **COOPERATOR**.

SCHEDULE 1 SCOPE OF SERVICES AND BUDGET

SCOPE OF SERVICES

New York State has created the Empire State Trail, which is a 750-mile bicycling and pedestrian route across the state. Funding for Empire State Trail projects is provided by a FY2017-18 state capital appropriation to the Hudson River Valley Greenway (the “Greenway”).

In Albany County, the Empire State Trail route parallels the Hudson River, including a section designated on Albany Avenue in Green Island which is located directly across the river from the City of Troy.

The City of Troy will construct a 2,000-linear-foot protected path (e.g. cycle track) on the Green Island Bridge connecting the Empire State Trail section on Albany Avenue in Green Island to the Riverwalk in Troy, to provide a safe and welcoming route for trail users to travel to and from downtown Troy. The City will also create an Empire State Trail trailhead on the adjacent waterfront to include orientation signage, bicycle racks, and similar amenities.

The City of Troy is responsible for all aspects of planning, designing, and constructing the Green Island Bridge path project including: developing engineering plans and specifications; completing SEQRA and environmental review; securing applicable government permits and approvals; bidding and awarding the construction contract; and overseeing project construction. The Green Island Bridge is under the jurisdiction of the NYS Department of Transportation. The City will secure required approvals from NYSDOT to undertake the project.

The Greenway is providing \$400,000 in support to the City to undertake the project. No matching funds are required under this agreement.

The City shall make best efforts to complete the project by December 31, 2021, and in any event the City shall complete construction no later than December 31, 2022.

BUDGET

The Greenway will reimburse the City of Troy up to \$400,000 (Four Hundred Thousand Dollars) for its costs to design and construct the Green Island Bridge Path and Empire State Trail trailhead. The Greenway’s funding commitment, from the statewide Empire State Trail appropriation enacted in the FY2017-18 New York State budget, is a “not to exceed” amount – the actual reimbursement will equal the City’s documented costs, up to \$400,000.

**RESOLUTION OF THE TROY CITY COUNCIL
AUTHORIZING THE ACCEPTANCE OF A GRANT FROM
THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE FOR A
LINKAGE STUDY OF THE FEDERAL STREET CORRIDOR**

WHEREAS, as part of a New York State Department of State Waterfront Revitalization study finding presented to the community at two meetings in January of 2020, it was determined that a roundabout at the Federal Street/River Street intersection would be feasible and should be further studied; and

WHEREAS, based on preliminary concept work done in 2020, the City would like to pursue a repurposing of Federal Street into a raised boulevard bookended with roundabouts at River Street and Sixth Avenue; and

WHEREAS, this change would help foster a Complete Streets change to tie both the northern Hedley District as well as the evolving Starbuck Island Mixed Use areas with Downtown; and

WHEREAS, this study would provide a potential, but partial, draft of a New York State Department of Transportation style scoping report to be used for further project development as funds become available for implementation; and

WHEREAS, the Capital District Transportation Committee's (CDTC) 2021-2022 Linkage Program, which provides integrated land use and transportation planning assistance to local communities, selected Troy's Federal Street Corridor Study for funding; and

WHEREAS, the approved cost for consultant services related to the study is \$50,000, \$37,500 of which will be paid for by Federal Planning Funds (Linkage Funds) and \$12,500 by Local Cash Match; and

WHEREAS, the CDTC will further provide \$30,000 in administrative and technical support for the study.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Troy accepts this Linkage Study grant and its obligations from the CDTC and authorizes the Mayor to execute all necessary and essential documentation to allow for its implementation.

This Resolution will take effect immediately.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel



W.M. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

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

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

To: City Council
From: Steven Strichman
Date: April 1, 2021
Re: Acceptance of CDTC Linkage Grant
Federal Street Corridor Study

Troy was recently awarded funding through the Capital District Transportation Committee's Linkage Program for a transportation study of the Federal Street corridor. The study will focus on the feasibility and expansion of the Federal Street/River Street roundabout concept proposed within the City's Local Waterfront Revitalization study nearing completion and the Comprehensive Plan.

The concept of introducing a roundabout at Federal/River Street works in conjunction with the idea to pursue a broader project to road-diet Federal Street up to and including the Federal/Sixth Avenue intersection. This would connect several residential areas including the Hedley District to the north, Green Island residential to the west, Downtown to the south, and the John F. Kennedy Towers Senior Housing property and RPI to the east.

Depending on traffic analyses, a single lane roundabout will be considered in order to maximize the pedestrian scale of the intersection. In either case, the roundabout option will also allow for the southbound left turn move from River Street onto Federal Street currently prohibited at the traffic signal. The two roundabouts are envisioned to simplify traffic circulation in this neighborhood of the City while still facilitating transit movement and pedestrian walkability.

Completion of this study greatly aids the city should it pursue federal funding for roundabout construction.

The consultant budget for the study is \$50,000 requiring a \$12,500 local cash match which will be placed in the 2022 budget request. There is an additional \$30,000 in CDTC staff technical assistance.

I support this study which will improve an important gateway into Troy, while also improving pedestrian and traffic flow and creating new on-street parking options. Please let me know if you have questions or need additional information.

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK
AUTHORIZING THE ISSUANCE OF \$450,000 SERIAL
BONDS TO FINANCE THE RECONSTRUCTION OF
VARIOUS BRIDGES IN THE CITY

WHEREAS, the City Council of the City of Troy, New York (the "City"), on December 19, 2019, adopted Bond Resolution #103 of 2019 (the "Prior Bond Resolution") entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$3,777,000 SERIAL BONDS TO FINANCE THE RECONSTRUCTION OF VARIOUS BRIDGES IN THE CITY"; and

WHEREAS, the City Council wishes to (i) authorize the expenditure and appropriation of additional funds in connection with the reconstruction of the various bridges in the City; and (ii) authorize the issuance of additional serial bonds of the City to finance such additional appropriation;

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

Section 1. The City is hereby authorized to undertake the reconstruction of various bridges in the City, whether or not including the acquisition of land or rights in land, and whether or not including retaining walls or approaches thereto, of stone, concrete, or steel or of a combination of two or more of these materials, at a maximum cost of \$4,227,000, constituting an increase of \$450,000 over the amount previously authorized in the Prior Bond Resolution.

Section 2. The plan for financing of such new maximum authorized cost of \$4,227,000 shall be as follows:

(a) by the issuance of \$3,777,000 Serial Bonds of the City heretofore authorized to be issued pursuant to the Prior Bond Resolution;

(b) by the issuance of an additional \$450,000 serial bonds (the "Bonds") of the City authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty (20) years pursuant to paragraph 10 of Section 11.00(a) of the Local Finance Law provided, however, that the maximum maturity of the Bonds authorized herein shall be computed from the date of issuance of the bonds or the first bond anticipation note issued in anticipation of the bonds or serial bonds or the bond anticipation note authorized pursuant to the Prior Bond Resolution, whichever date is earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel

Memorandum of Support

To: Troy City Council
 RE: Bond Increase – Campbell Avenue Over Wynantskill Bridge Rehabilitation

The replacement of the Campbell Avenue Bridge is prepared to be let. As part of the Locally Administered Federal Aid Project (LAFAP) process, an Engineer's Estimate was prepared for the project. This estimate, based on a complete and accepted design, exceeds the original funding allocated.

NYS DOT and FHWA require that this funding gap be addressed prior to advertising.

Existing and proposed funding are summarized below:

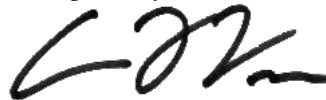
	<u>Existing Estimate</u>	<u>Proposed Estimate</u>	<u>Difference</u>
Design	\$650,000	\$504,000	(\$146,000)
R.O.W.	\$0	\$0	\$0
Construction Inspection	\$330,000	\$369,600	\$39,600
Construction	\$2,796,940	\$3,210,412	\$413,472
	<u>\$3,776,940</u>	<u>\$4,084,012</u>	<u>\$307,072</u>

The cause for the increase is generally related to construction phasing requirements required for the replacement of two waterlines mounted to the bridge. The original scope called for these mains to be isolated and replaced. However, further investigation determined that a temporary waterline must be installed to provide uninterrupted service.

Additional costs are also being incurred due to the decision to keep half of the bridge open at all times. The Campbell Avenue Bridge provides important connectivity for the Eastside and South Troy neighborhoods and it was determined that detouring all traffic would not be an acceptable.

Failure to start this project as soon as possible will result in the loss of federal and state (BridgeNY) funding.

Respectfully,



Aaron J. Vera, P.E.
 City Engineer

**RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT THE CITY OF TROY'S
ANNUAL ONE YEAR ACTION PLAN OF THE 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 One Year Action Plan (2021-2022) of the 5 Year Strategic Consolidated Plan for the U.S. Department of Housing and Urban Development for the planning and funding purposes, a copy of which is attached hereto and made a part hereof.

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

RESOLVE, that the City Council hereby approves said plan and authorizes the Mayor to submit the One Year Annual Action Plan (2021-2022) of the 5 Year 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, _____

Richard T. Morrissey, Corporation Counsel

Memo in Support

This Council action will finalize the list of Troy projects that will be submitted to HUD as the One-Year Action Plan (OYAP) of the 2021-2022 Consolidated Planning Program. This legislation also empowers the Mayor to prepare, execute, and submit all documents that are required to obtain the Consolidated Planning funding, and to execute agreements with the subrecipients to carry out the projects approved for funding.

Planning & Administration (CDBG): \$200,000

CDBG Planning Administration (Troy Housing Department, \$200,000): Funding is for staff salaries, and to perform the administrative requirements of the Community Development Block Grant program as required under the regulatory statutes of the United States Department of Housing and Urban Development (U.S. Department of HUD).

Neighborhood Livability (CDBG): \$275,000

Code Enforcement (Troy Code Enforcement Department, \$ 200,000): funding to conduct code inspections and related program delivery work in low/moderate income census tract areas.

Recreation (City of Troy Recreation Department, \$75,000): Recreation improvement projects will consist of project based improvements at various park locations to improve safety conditions, access, and projects that expand recreational opportunities for City residents.

South Central Little Italy Target Area Reinvestment \$1,322,827:

South Central Little Italy Target Area Reinvestment (City of Troy Housing Department, \$1,322,827):

The South Troy Target Area Phase 1 will consist of targeted infrastructure improvements, and neighborhood quality of life improvements including, sidewalks and curbing replacement, milling & paving, streetscape improvements, public safety and neighborhood park improvements. Starting on 1st, 2nd, 3rd & 4th Streets at Jackson and heading North. This will be a 2 ½ year Project (2017- 2019).

ESG Homelessness \$156,002

ESG Administration, (CARES, \$11,700.00): Administrative and related program expenses associated with the implementation of the Emergency Solutions Homeless Grant Program.

Unity House Emergency Shelter Operating Expense, (Unity House, \$31,954.20): Emergency shelter operating funds: this service provides emergency shelter and support for domestic violence victims and their children who are faced with homelessness as a result of domestic violence.

Unity House Homeless Prevention, (Unity House, \$7,890.11): The Unity House Prevention program provides emergency rental assistance and security deposits for residents that are at risk of becoming homeless.

TAUM Furniture Program – Rapid Rehousing (Troy Area United Ministries, \$12,477.63): Provides free Furniture to households obtaining permanent housing after homelessness.

TAUM Furniture Program – Homeless Prevention (Troy Area United Ministries, \$2,335.38): Provides free Furniture to households obtaining permanent housing after homelessness.

Roarke Center Connections Homeless Prevention Program (Catholic Charities, \$13,098.32): The Roake Center Prevention program provides case management and rental assistance for

residents that are at risk of becoming homeless. As a means to keep residents from becoming homeless clients are provided on-going services related to education, rehabilitation, job search, mental health and maintaining permanent housing.

Joseph's House Emergency Shelter Operating Expense (Joseph's House, \$50,287.45): Operating funds: this service provides shelter and support, advocacy and re-housing services to City of Troy homeless residents.

YWCA Homeless Prevention (Troy YWCA, \$16,258.91): Program serves more than 50 homeless women and women with children to work towards becoming self-sufficient.

Homelessness Planning and Assistance Services (Corporation for AIDS Research, Education and Services, Inc. (CARES), \$10,000): Funds to provide updates and maintenance of the Homeless Management Information Services System (HMIS) database required by United States Department of Housing and Urban Development (USDHUD).

(HOME) \$436,006.00

HOME Administration Costs (City of Troy, \$10,000.00): Perform the administrative requirements of the HOME program as requested by the City of Troy and by the United States Department of Housing and Urban Development (USHUD).

CHDO Set-Aside Project (TBD, \$276,006): A certified CHDO will undertake new construction projects or perform rehabilitation on city owned property that will be sold to low and moderate income persons either in the Troy Housing Authority's Self-Sufficiency program, the City's Homebuyer Incentive Program, or Habitat for Humanity homebuyers.

Homeowners Incentive Program (TRIP, \$150,000): Grants for City of Troy first time homebuyers. Grant provides down payments, closing costs, and mortgage reductions for low/moderate income first time homebuyers.