

**TROY CITY COUNCIL
SPECIAL MEETING AGENDA
June 17, 2021
7:00 P.M.**

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

LOCAL LAWS

ORDINANCES

49. Ordinance Amending Chapter 216 Of The Troy City Code (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

53. Ordinance Amending Chapter 216 Of The Troy City Code (Council President Mantello, Council Member Ashe McPherson, Council Member Zalewski) **Pending Finance Meeting, June 17

54. Ordinance Authorizing Settlement Of Claim, To Wit: City Of Troy, New York, Against Alpha Recreation II, Inc. (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

56. Ordinance Authorizing And Directing A Sale Of City Owned Real Property By The Proposal Sale Application Method (Council President Zalewski) **Pending Finance Meeting, June 17

RESOLUTIONS

49. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of An Additional \$200,000 Serial Bonds To Finance The Construction Of A Department Of Public Works Building (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

51. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of An Additional \$240,000 Serial Bonds To Finance Street Lighting Replacement Projects (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

53. Resolution Authorizing The Mayor To Enter Into An Agreement With The Mohawk Hudson Humane Society For The Provision Of Animal Sheltering Services To The City Of Troy And Its Residents (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

54. Resolution Authorizing The Mayor To Enter Into A Contract With The Boys And Girls Club Of The Capital Area, Inc., For The Purpose Of Providing Trained Personnel To Administer And Operate The South Troy Pool Facility Through August 29, 2021 (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, June 17

***PUBLIC FORUM**

Due to the 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 Council rules, residents have 7 minutes to speak at the Special public forum.

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. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.

**ORDINANCE AMENDING CHAPTER 216 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 Section 216-13.1 of Chapter 216 of the Troy City Code.

Section 2. Chapter 216 of the Troy City Code is amended by adding and deleting language as follows:

§ 216-13.1 **Marina fees.**

A. Docking: recreational vessels

- (1) All vessels, first ~~three~~ hours: free.
- (2) All vessels, over ~~three~~ one hours, up to 8:00 p.m.: \$1.25 per foot.
- (3) All vessels, overnight, 8:00 p.m. to 8:00 a.m.: ~~\$1.50~~ minimum of \$2.00 per foot.
- (4) 30 amp electrical service, \$ 5.00 per night
- (5) 60 amp electrical service, \$10.00 per night
- (6) 100 amp electrical service, \$20.00 per night

B. Fuel prices: diesel and ethanol-free marine gas. Fuel prices, per NYS OGS contract, fluctuate on a weekly/daily basis. Retail prices shall be set so as to be competitive with other marine fueling depots.

C. Tour vessels: All tour vessels: ~~\$300~~500 per docking event.

D. Off-season docking rates, commercial vessels/barges (fall/winter season).

- (1) Per foot, up to seven days: \$100.
- (2) Per foot for full season, October/November through March/April: \$150. (This rate shall apply to any commercial vessel requesting out-of-season docking on any portion of the City seawall. The commercial vessel owner/operator shall also be required to enter into a license agreement and to provide the City with a certificate of liability insurance in the general aggregate amount of not less than \$1,000,000, or as otherwise required at the time of docking, whichever is greater, and naming the City of Troy as an additional insured.)

Section 3. The City Council hereby enacts the foregoing amendments to the Troy City Code, and authorizes the codification of these Sections and Subsections, with the elimination of the words and matter herein struck out and the addition of the underlined words and matter, all as delineated in this Ordinance.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

This Ordinance adjusts and increases the fees for use of the City of Troy's marina facilities keeping them in line with the charges of competitive facilities.

Hudson River & Surrounding Areas Market Survey



Troy Downtown Marina

Marinas	Overnight Transient	Day Rates	Electric
Troy Downtown Marina	\$1.50 per foot	time > 3 hrs, \$1.25 per foot	undisclosed
Coeymans Landing Marina, Coeymans, NY	\$2 per foot	"Free" (call ahead)	\$5 per night
Shady Harbor Marina, New Baltimore, NY	\$2.35 per foot	free when dining	\$8 (30 amp)/ \$15 (50)
Albany Yacht Club, Rensslear, NY (offers Boat US discounts)	\$2 per foot	\$10 per hour	\$8 (30 amp)/ \$15 (50)
Schenectady Yacht Club Inc, Rexford, NY	\$1.25 per foot (30 amp) / \$1.50 per foot (50 amp)	n/a	included with dockage fee
Blain's Bay Marina, Cohoes, NY	\$2.00 per foot	n/a	30 amp only, included
Lock One Marina & Shipyard Waterford, NY	\$2.00 per foot	n/a	included with dockage fee
Castleton Boat Club	\$2.00 per foot	n/a	undisclosed
Shadows Marina	\$2.00 per foot	n/a	undisclosed
Whites Marina	\$2.00 per foot	n/a	undisclosed

**ORDINANCE AMENDING CHAPTER 216 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 Section 216-13 of Chapter 216 of the Troy City Code.

Section 2. Chapter 216 of the Troy City Code is amended by adding and deleting language as follows:

§ 216-13 Pool use fees and operating hours.

A. The fees for use of the swimming pools located at South Troy during the public swimming hours, Monday through Sunday, are hereby established as follows:

(1) Daily fees:

(a) Fees for City residents are waived ~~for 2020~~.

(b) Nonresident: adults (age 13 and up): \$5.

(c) To ~~determine resident rate~~ prove residency, acceptable forms of identification include: driver's license, government-issued identification that includes an address, tax/utility bills, or a canceled rent check showing a Troy address. A driver's license showing a PO Box address will not be accepted as proof of City residence.

Section 3. The City Council hereby enacts the foregoing amendments to 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 4. This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

This Ordinance eliminates pool use fees for City of Troy residents at the South Troy pool facility.

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT:
CITY OF TROY, NEW YORK, AGAINST ALPHA RECREATION II, INC.**

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

- Section 1.** This matter concerns the lien for taxes owed and emergency demolition costs asserted by the City of Troy against the proceeds of a fire insurance policy payable for the fire that destroyed Alpha Lanes, at 326 Fifth Avenue on May 8, 2019. The City undertook the emergency demolition of the fire-wrecked premises and asserted a lien.
- Section 2.** The Corporation Counsel is authorized to settle the City’s claim in a manner that conforms in all material respects with and in the amount identified in the attached Exhibit “A” (Letter Memorandum of Settlement Agreement dated June 1, 2021, executed June 7, 2021). The parties shall give and obtain duly executed mutual Releases upon payment of the City’s claim in the agreed settlement amount.
- Section 3.** The Comptroller is authorized to collect and process the amount paid in satisfaction of the City’s lien, and directed to make, issue, and countersign any required draft as outlined in the Release and Settlement Agreement, for refund of any overpayment of the agreed settlement amount.
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

This settlement arises out of a fire that destroyed Alpha Lanes, at 326 Fifth Avenue on May 8, 2019. The City of Troy undertook an emergency demolition of the fire-wrecked premises and asserted a lien for taxes owed and emergency demolition costs against the proceeds of the fire insurance policy. The demolition project was let for emergency bid. The lowest bid was in the amount of \$195,000.00, the sum ultimately paid to the demolition contractor. Additional City charges for permitting and hydrant access totaled \$1000.00. Environmental air monitoring for asbestos contaminants cost \$4045.00. The owner also owed property taxes going back to 2018.

On or about January 25, 2021, the owner's insurer paid the policy proceeds in the form of a check payable to "Alpha Recreation II Inc. and the City of Troy, New York" in the total amount of \$590,041.08, delivering the check to the owner's public adjustor.

On February 8, 2021, the City's lien amounted to \$250,831.34. The amount included \$50,786.34 in property taxes of which \$14,674.61 was interest and penalties dating back to 2018. At that time, Corporation Counsel – in consideration of the fact that the loss occurred 68 days after the taxable status date - offered to release the City's lien for a total payment of \$236,156.73. This offer reflected a reduction equal to the amount of interest and penalties owed at that time on the unpaid property taxes. (Please note however, the City does not negotiate to reduce taxes owed, except in tax certiorari proceedings. The property taxes must be paid in full out of the settlement and any reduction will be credited against the demolition costs.).

Mr. Scaccia, CEO of Alpha Recreation II, Inc., rejected that offer.

Since that time, there have been other fires in the City and the taxpayers have had to pay the expenses of demolishing several hazardous fire-wrecked structures, while asserting liens for those expenses and any property taxes owed. The result is that the Administration has determined that it is not in the interest of the taxpayers to negotiate to reduce the City's liens for taxes and demolition costs. Other insured taxpayers have paid the full value of their liens, and in every case, the taxpayers have paid the full amount of the demolition costs.

Nevertheless, in fairness to Mr. Scaccia and in view of all the circumstances (including the prior negotiations), Corporation Counsel renewed the previous offer to settle this dispute for \$236,156.73, giving Mr. Scaccia a deadline by which to accept, or the offer would be withdrawn and the City would seek to recover the full amount of its lien (currently \$253,653.70), with additional interest as it accrues monthly. Mr. Scaccia has now accepted the settlement offer.

It is respectfully recommended that the settlement of this unlitigated claim be approved. By its terms, the settlement results in payment of \$53,608.70, the full amount of taxes owed to the City, and \$182,548.03 in demolition expenses. The reduction in the amount recovered for the demolition is solely equal to the interest and penalties that we are collecting with the taxes. The recommendation to settle this claim is a business decision taken in full consideration of the facts and circumstances of the case, the available defenses to the claim, and the potential for a lesser recovery in litigation, as well as the expenditures and delays thereof. In the end – because of the timing of the fire and the prior negotiations - it is a fair settlement. Mr. Scaccia understands that the proposed settlement is conditioned upon approval of the City Council and the Mayor. If it is approved, the parties will sign mutual releases. If the terms of the settlement are not approved and fully executed, then the case likely will be litigated.



Richard T. Morrissey
Corporation Counsel

The City of
TROY

Office of the Corporation Counsel
Phone (518) 279-7157
Fax (518) 270-4609



FOR SETTLEMENT PURPOSES ONLY

June 1, 2021

By email attachment

Joseph Scaccia
Alpha Recreation II Inc.
328 Fifth Avenue
Troy, New York 12182

Re: Lien on Fire Insurance Proceeds for
Unpaid Taxes and the Costs of the
Emergency Demolition of 326 Fifth Avenue

Dear Mr. Scaccia:

Your property at 326 Fifth Avenue, Alpha Lanes, was destroyed by fire on May 8, 2019. The City of Troy undertook an emergency demolition of the fire-wrecked premises and has asserted its lien for taxes owed and emergency demolition costs against the proceeds of the fire insurance policy. The lien currently amounts to \$253,653.70.

My understanding is that, on or about January 25, 2021, your insurance association paid the proceeds in the form of a check payable to "Alpha Recreation II Inc. and the City of Troy, New York" in the total amount of \$590,041.08, and that the check is in the possession of your public adjustor.

On February 8, 2021, the City offered to release its lien for a total payment of \$236,156.73. The reduction offered was equal to the amount of interest and penalties owed at that time on the unpaid property taxes, although I should clarify that for accounting purposes the property taxes must be paid in full and any reduction would be credited against the demolition costs.

You rejected that offer.

Since that time, I have discussed your situation with the Mayor and other leaders of the City Administration. In addition, there have been other fires in the City and the taxpayers have had to pay the expenses of demolishing several hazardous fire-wrecked structures, while

asserting liens for those expenses and any property taxes owed. The result is that the City has determined that it is not in the interest of the taxpayers to negotiate to reduce its liens for taxes and demolition costs. Other insured taxpayers have paid the full value of their liens, and in every case, the taxpayers have paid the full amount of the demolition costs.

Since I originally made the settlement offer in February, the amount of the City's lien on the Alpha Lanes' proceeds has increased by \$2822.36, due to accruing interest. Nevertheless, in view of all the circumstances (including the prior negotiations and my delayed response), I will renew the previous offer to settle this dispute for \$236,156.73. The renewed offer will remain open until 5:00 p.m. on June 11, 2021. If not accepted before then, the offer will be deemed withdrawn at that time, and the City will seek to recover the full amount of its lien (currently \$253,653.70), with additional interest as it accrues monthly.

I hope you will accept the offer.

Very truly yours,

s/RTM

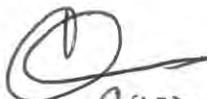
Richard T. Morrissey
Corporation Counsel

Cc: Wm. Patrick Madden, Mayor
Andrew Piotrowski, Comptroller

June 7, 2021

I, Joseph Scaccia, am the Chief Executive Officer of Alpha Recreation II, Inc. I understand and accept the above offer of settlement on behalf of Alpha Recreation II, Inc., and myself personally.


Joseph Scaccia


CINDY SORENSEN
WITNESS 6.7.21

**ORDINANCE AUTHORIZING AND DIRECTING A SALE OF CITY OWNED REAL PROPERTY BY
THE PROPOSAL SALE APPLICATION METHOD**

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

Section 1. As authorized by Section 83-3(F)(2) of the Troy Code, the Bureau of Surplus Property accepted bids and proposal sale applications for the purchase of various parcels of City owned surplus real property acquired by In Rem foreclosure.

Section 2. Upon its own review of the submitted proposals, the Council hereby authorizes and directs the Mayor to sell and convey the parcel listed in Section 5 to the bidder named therein for the bid indicated, which sum is hereby determined to be a fair and adequate price for the same, without the necessity of competitive bidding.

Section 3. The Mayor is hereby empowered to execute and deliver to the successful bidder a quit claim deed conveying the premises listed in Section 5, but such conveyance shall be made expressly subject to the terms and conditions set forth below and in Section 83-5 of the Troy Code.

Section 5. The approved proposal parcel, bidder purchaser, and bid purchase price are as follows:

Tax Map #	Location	AV	Class Code	Class Description	Bidder's Name	Bid
111.44-7-33	468 Second Street	\$72,000	220	2 Family	Heather Morra	\$2,300.00

Section 6. In addition to the terms and conditions of sale in Section 83-5 of the Troy Code, the above property will be conveyed by quit claim deed, subject to any easement or restriction of record. The purchaser shall be liable for and shall pay all closing costs related to this sale including, but not limited to, filing fees, deed stamps, survey, title report, environmental reports & cleanup, and attorney fees.

Section 7. This Ordinance shall take effect immediately.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

1 Live At 407 2nd Street, I Am Committed TO SOUTH TROY!!!
It is my home! ^{QRD56}

PROPOSAL

Tax Map # 111.44-7-33 Property Location 468 2nd Street
Present Number of Units 2 Owner Occupancy yes Residential
Proposed Number of Units 2 no Commercial

1. Description of Proposed Use

2 Family Home FAMILY
Close to my house, can easily address
All issues, Neighborhood Pride, improvement,
empowerment, blessings and happiness -
a feeling of safety for the community!
I Love South Troy!!

2. Proposed Improvements

- a) List of proposed improvements.
roof, plumbing, electrical, framing, sheetrock, paint ^{insulation}
pour basement, new appliances, new bathrooms, washer/dryer,
clear back yard, roll-up doors on garage, windows, masonry,
new doors, STRUCTURAL - NORTH SIDE
b) Estimated cost of each improvement. ^{BASEMENT}
roof: 10,000. electrical 15,000. Plumbing/HVAC 12,000. sheetrock
insulation, framing 14,000. new appliances 10,000. new bathrooms (2)
6,000. Yard. 2,000, Fence 2500, basement 10,000. masonry 5,000.
paint 5,000. BASEMENT STRUCTURAL - 10,000.00.
c) Estimated Total Costs \$ 93,500.00 + 6-10k to Gut building plus
Dump fees.

3. Proposed Improvement Method

- a) Identify party or parties performing the work.
Star roofing, right way masonry, grounded electric, Rowe holdings
hvac/plumbing, Kazmar Contracting - all interiors/windows metal etc.
- b) Description of how the work will be completed and estimated date for completion of work.
roof, Gut property, plumbing, electrical, insulation, sheetrock
paint, bathroom interior, kitchen appliances, windows, doors ^{conservatively} Completed
Floors OCT/NOV 20:
- c) Description of experience and/or qualifications of party or parties performing the work.
Rowe holdings: HVAC + Plumbing, 36 years. Starr Roofing, Grounded Electric
All certified Contractors. All local Troy Contractors. All Licensed,
Bonded and Insured.

4. Financing of Property, Purchase and Improvements

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

Cash - Self Funded. 100%.

I live and work in South Troy, Support the Neighborhood, Want Restoration and Safety
My family (mom) will LIVE HERE!!

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

Union Bank - Statement Attached

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

Proposed Purchase Price (Amount of Bid)

\$ 2,300.00

Name HEATHER MORRA

Principals _____

Address 407 2nd Street

Troy, NY 12180

E-mail Address heatherjmorra@gmail.com

Phone # 917.575.8112

(Signature)

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

Office use only:

TAXES/WATER BILLS/PARKING TICKETS PAID? _____

CODE VIOLATIONS? _____

Mayor's Approval _____

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$200,000 SERIAL BONDS TO FINANCE THE CONSTRUCTION OF A DEPARTMENT OF PUBLIC WORKS BUILDING.

WHEREAS, the City Council of the City of Troy, New York (the "City") on November 24, 2020 adopted Bond Resolution #121 of 2020 (the "Prior Bond Resolution") entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$3,370,000 SERIAL BONDS TO FINANCE THE CONSTRUCTION OF A DEPARTMENT OF PUBLIC WORKS BUILDING"; and

WHEREAS, the City Council wishes (i) to authorize the expenditure and appropriation of additional funds in connection with construction of a Department of Public Works Building; and (ii) to 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 as follows:

Section 1. The City is hereby authorized to undertake the construction of a Department of Public Works building, whether or not including grading or improvement of the site, original furnishings, equipment, machinery or apparatus required for the purposes for which such building is to be used, at an estimated maximum cost of \$3,570,000, constituting an increase of \$200,000 over the amount previously authorized in the Prior Bond Resolution.

Section 2. The plan for financing such estimated maximum cost of \$3,570,000 shall be as follows:

(a) by the issuance of \$3,370,000 serial bonds of the City heretofore authorized to be issued pursuant to the Prior Bond Resolution; and

(b) by the issuance of additional \$200,000 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 fifteen (15) years pursuant to paragraph 11(c) 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 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, _____, 2021.

Richard T. Morrissey, Corporation Counsel

Memo In Support

This supplemental bond resolution in the amount of \$200,000 is for the new DPW building component of the third phase of the ongoing Siemens project. This was work that was unknown at the outset which is why the funding was not included in the original bond resolution but is work that is necessary in order to complete the project.

Based on conversations with the City Engineer the fill within the footprint of the new building is unsuitable for a traditional foundation design. While all options are being considered, one option is to remove and replace the fill with more suitable material. The \$200,000 amount was determined based on the experience with work similar to this.

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$240,000 SERIAL BONDS TO FINANCE STREET LIGHTING REPLACEMENT PROJECTS.

WHEREAS, the City Council of the City of Troy, New York (the "City") on November 24, 2020 adopted Bond Resolution #123 of 2020 (the "Prior Bond Resolution") entitled "BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$645,000 SERIAL BONDS TO FINANCE THE STREET LIGHTING REPLACEMENT PROJECTS"; and

WHEREAS, the City Council wishes (i) to authorize the expenditure and appropriation of additional funds in connection with the street lighting replacement projects; and (ii) to 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 as follows:

Section 1. The City is hereby authorized to undertake the acquisition, construction or reconstruction of or addition to a physical public betterment or improvement, including the purchase, upgrade and replacement of street lighting in and for said City, at an estimated maximum cost of \$885,000, constituting an increase of \$240,000 over the amount previously authorized in the Prior Bond Resolution.

Section 2. The plan for financing such estimated maximum cost of \$885,000 shall be as follows:

(a) by the issuance of \$645,000 serial bonds of the City heretofore authorized to be issued pursuant to the Prior Bond Resolution; and

(b) by the issuance of additional \$240,000 serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Resolution.

Section 3. The City's engineer has determined that the useful life of the aforesaid class of objects or purposes is at least fifteen (15) years. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen (15) years pursuant to paragraph 35 of Section 11.00(a) of the Local Finance Law, 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 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 grants 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, _____, 2021.

Richard T. Morrissey, Corporation Counsel

Memo In Support

This supplemental bond resolution in the amount of \$240,000 is for the 110 streetlights component of the third phase of the ongoing Siemens project. Additional funding is needed to complete electrical wiring work around the streetlights that is required.

This was work that was unknown at the outset which is why the funding was not included in the original bond resolution but is work that is necessary in order to complete the project.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MOHAWK HUDSON HUMANE SOCIETY FOR THE PROVISION OF ANIMAL SHELTERING SERVICES TO THE CITY OF TROY AND ITS RESIDENTS

WHEREAS, under the New York State Agriculture and Markets Law, the City of Troy is required to maintain a municipal animal shelter for the dogs it seizes and to assure that the seized dogs are properly and humanely cared for; and

WHEREAS, the Mohawk Hudson Humane Society (the “Society”) has furnished such animal sheltering services to the City for many years at the shelter it maintains for dogs, cats, and other animals in Menands, New York; and

WHEREAS, the City currently has no such facility, nor the personnel to staff it, and desires to retain the services of the Society to perform such animal care services as required under the Agriculture and Markets Law for the redemption periods specified therein, and as otherwise set forth in the attached Agreement; and

WHEREAS, as a benefit to the City’s residents, the City desires to extend the provision of animal sheltering services to dogs and other animals brought to the Society by residents of the City, provided the City’s Animal Control Officer approves the intake of each such animal brought to the Society by a City resident; and

WHEREAS, the Society is desirous of entering into the attached Agreement to shelter and provide services to animals brought to it from the City on an as-needed and non-exclusive basis; and

WHEREAS, the Society appears to be the single source provider of animal sheltering services currently available to the City of Troy and other local municipalities.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into a contractual Agreement with the Society for the provision of animal sheltering services to the City of Troy for the years 2021, 2022, and 2023, the Agreement to be in substantial conformance with the Agreement attached hereto and made a part hereof.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

The purpose of the Resolution is to authorize the Mayor to enter into a three year Agreement with the Mohawk Hudson Humane Society for the provision of animal sheltering services to the City and its residents. For decades, the City has contracted with MHHS to provide the services which are required to be provided to seized dogs under the Agriculture and Markets Law. In 2020, MHHS proposed to increase its current annual charge of \$64,000 by about 50% to \$99,000 for 2021, and by about 360% over the next four years to \$231,000 per year for 2025. The City balked at such exorbitant price increases, and ultimately was able to negotiate lesser fees for 2021 and 2022. The increases are still substantial, however. It appears that MHHS has monopoly power in this market and has chosen to exercise it. The only long term solution for the City is to construct and staff a shelter of its own or in conjunction with other municipalities.

2021 Animal Municipal Shelter Agreement

by and between

Mohawk and Hudson River Humane Society and the City of Troy, New York

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this 14th day of June, 2021, and effective January 1, 2021 to December 31, 2021 between the City of Troy a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Municipality" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, INC., a domestic not-for-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "Society".

WITNESSETH

WHEREAS, the City has the obligation to maintain a municipal animal shelter for the dogs it seizes pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the seized dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77; and

WHEREAS, as a courtesy and benefit to the City's residents, the City desires to extend the provision of this animal sheltering service to those animals brought to the Society by residents of the City, provided the City's Animal Control Office has approved the intake of each such animal brought to the Society by residents of the City; and

WHEREAS, the Municipality desires to obtain the services of the Society to perform such animal care services as required by Article 7 of the Law for the Redemption Periods specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, the Society maintains a shelter for dogs, cats and other animals (individually, an "Animal" or collectively, "Animals") and is desirous of entering into this Agreement to shelter and provide services to Animals brought to it by residents, Animal Control and/or Dog Control Officers, and /or police officers of the Municipality (hereinafter "Officers") on an as needed and non-exclusive basis.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

I. INTAKE

The Society will operate an animal shelter as required in the Law and will make itself accessible daily to the Municipality for the acceptance of dogs and cats brought to the Society by officers and residents of the Municipality, under the terms of this Agreement.

The Society shall not accept any animals from residents of the City without prior approval, either by phone call or in writing, from the City's Animal Control Office. In accepting animals from residents of the City, Society shall require proof of City residence within the City limits. Society shall not accept any animals from non-residents on behalf of the City of Troy under this agreement.

The Municipality must secure prior authorization from Society management prior to bringing any animal other than a dog(s) or a cat(s) (hereinafter “Other Animals”) to the Society. The Municipality acknowledges that previous approval for a particular type of Other Animal does not imply ongoing approval, and the decision to house an animal other than a dog(s) or a cat(s) will be made on a case-by-case basis by Society management.

Society staff will aid in the entry process for animals delivered to the Society pursuant to this Agreement during business hours only. Officers of the Municipality will be given twenty-four (24) hour access, to a designated portion of Society’s premises for the limited purpose of bringing animals to the Society’s overnight kennels.

The Municipality acknowledges that it has examined the premises to be utilized for shelter services or has caused same to be examined and that it was, in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of Society.

a. ILL AND/OR INJURED ANIMALS

The Municipality agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the Municipality's expense before being brought to the Society for sheltering. Other than prophylactic care, if veterinary care is required during the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by Municipality due to pending legal proceedings involving the animals so sheltered, the Society will bill the Municipality for the cost of the service. The Municipality shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. The Society's professional staff have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/ or special handling by the Municipality.

b. STRAY AND “AT LARGE” ANIMALS

The Society will provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Municipal laws or ordinances, as well as stray or at large dogs and cats brought to the Society by Officers and residents of the Municipality. The Society will properly care for all dogs and cats in its care, and will humanely euthanize, make available for adoption, or transfer seized dogs and

cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs with no identified owner. The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The time periods referenced herein are collectively referred to herein as the "Redemption Period". The Municipality agrees that it will inform any identified owner pursuant to the Law and will notify the Society of the method of notification and the date which notification was given or served pursuant to the Law.

c. OWNER SURRENDERED ANIMALS

The Society will accept animals that have been surrendered by their owner through Officers of the Municipality. The Society requires that any animal surrendered to the Society by a member of the public or by the Municipality shall have executed a copy of the Society's Animal Surrender Agreement, a copy of which is annexed hereto as Exhibit "A". The Society will assess the animal's behavior upon intake and has sole discretion in determining whether the animal is suitable for adoption. If, in the Society's opinion, the animal is not suitable for adoption due to behavioral or biological health, the animal will be humanely euthanized and the Society will bear the cost of such euthanasia.

d. COURT ORDERED HOLDS ON DANGEROUS DOGS

The Society will provide and maintain shelter for any dog alleged to be or deemed dangerous by a Municipal justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Municipality under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Municipal ordinance. The Society shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Society's premises by an agent of the Municipality, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any animal shall be in writing and a copy delivered to the Society for its records within twenty-four (24) hours of such order. The Municipality acknowledges and agrees that without a court order, the Society does not have the legal right to hold an animal against an owner's wishes; if an owner wishes to redeem said animal during the Redemption Period, the Society must comply with the owner's request to redeem under the

Law. No animal ordered held will be euthanized without a duly executed court order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner.

e. RABIES CONFINEMENT

The Society will also provide and maintain shelter for any dog or cat suspected of rabies when ordered to do so by any health officer of the Municipality or Health Officer for the County in which the Municipality is located for such a period as directed by said Health Officer, but in no event shall the Society keep such animal(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog or cat is eligible to be reclaimed by its owner. Should the owner not reclaim the dog or cat at the conclusion of the Hold Period, it shall be the obligation of the Municipality to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and the Society shall hold such animal for the applicable redemption period.

f. DECEASED STRAY ANIMALS

The Society will accept deceased stray animals with no known owner from the Municipality and hold them for five (5) days. At the expiration of the holding period, the Society will send the deceased animal for group cremation.

g. ANIMAL CRUELTY SHELTERING

The Society shall shelter any cat or dog which was seized by the Municipality due to allegations of abuse or neglect, provided that available space allows for the animals to be safely housed, and that the Municipality provide a complete and accurate disclosure to an officer or director of the Society including but not limited to: full and accurate conditions in which the animal was found; the reactions/ actions of the animal during its seizure; the bite/ attack history of the animal, if known; prior reports regarding the animal; and prior dangerous dog determinations regarding the animal.

In situations where multiple animals are sought to be placed at the Society at once by Municipality, Society will have the sole discretion in determining whether such alleged neglected and/or abused animal(s) can be safely housed at the shelter due to existing space and housing constraints. In the event that the Society does not have enough space to house the number of animals from a large-scale seizure, or does not have the type of housing needed to care for animals other than dogs and cats humanely, the Society will assist the Municipality in securing appropriate housing elsewhere at the Municipality's own expense.

In any and all such cases where the Society agrees to shelter, feed and water the seized allegedly abused or neglected animal(s), the Society shall have access to any and all Court Orders and charging instruments, supporting depositions and

other papers which authorize the seizure and provide information about the animal(s) seized. This information must be received prior to any subsequent agreement by the Society to shelter and maintain the animal(s). The Society shall keep any such Court documents, orders and other written materials regarding the animal confidential and shall not post such animals for adoption on social media or otherwise until the animal(s) are surrendered to the Society by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Municipality shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Municipality shall advise Society as to the status of the security bond posting during the pendency of such a proceeding and shall advise Society when a judicial determination is made with regards to such bond and shall promptly provide Society a copy of such court order. Society agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application.

h. TEMPORARILY DISPLACED ANIMALS

The Society shall not be required to shelter any animal seized by the Municipality or otherwise delivered to the Society by a resident of the Municipality due to temporary displacement of such animal's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of an animal from a dwelling due to code violations or any other temporary condition without such resident executing an Animal Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

II. DISPOSITION

a. REDEMPTION BY OWNER

- i. The Society will permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid Municipal license, directly from the Society's location in Menands, New York, during the redemption period required by Law. The Municipality shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the animal shall present said proof to the Society.

All impoundment fees imposed by the Municipality will be paid to, and licenses shall be issued by, the Municipality directly to the dog's owner(s) at the Municipal clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Municipality. The Society shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Municipality shall not imply verbally or state in writing that the fees they choose to charge are set by the Society, or are Society mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Municipality, pursuant to Law and this Agreement.

- ii. The Society will permit redemption of stray cats to the lawful owners, as evidenced by veterinary records or microchip information, directly from the Society's location in Menands, New York, during posted operating hours.
- iii. The Society will permit redemption of animals released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by the Municipality to the Society during Society's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. At the conclusion of the Redemption Period, The City will transfer legal ownership of the pet to The Society for the purposes of disposition of the pet. The Society will take responsibility for the disposition of all seized animals at the conclusion of the Redemption Period, as well as upon execution of an Animal Surrender Agreement by such animal's owner(s) or by operation of law. The Society will have sole discretion in determining whether such animals are to be placed for adoption through the Society, transferred to another facility for adoption, or humanely euthanized.
- ii. The Society expressly reserves the right to refuse to perform any euthanasia on any animal for any reason, in the Society's sole discretion.
- iii. The Municipality is responsible for carrying out any and all Court ordered euthanasia of any animal, and retains the right to bring the animal to a private veterinarian of their choosing for euthanasia services should the Society refuse to perform the euthanasia pursuant to this Agreement.
- iv. All associated costs for Court ordered euthanasia services not performed by the Society shall be the responsibility of the Municipality.

III. RECORD KEEPING

- c. Upon delivery of animals to the Society, the Municipality will complete any and all intake forms required by Law, as well as those provided by the Society at the time the animals are brought to the Society for each animal. Information which may be required to be provided to Society includes but is not limited to: reason for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.

- d. The Society will file and maintain a complete record of any seizure and subsequent disposition of any dog or cat in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- e. The Society's records relative to the dispositions of any animals seized by the Municipality or accepted from residents pursuant to the terms of this Agreement shall be available for inspection by the Municipality at the regular times at which the Society's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.
- f. Proper and full accounting records shall be maintained by Society. Said records shall clearly identify the services provided under this Agreement. Such records shall be subject to periodic and final audit by the Municipality upon request. Such records shall be accessible to the Municipality for a period of six (6) years following the date of final payment by the Municipality to Society for the provision of the services contemplated herein.

IV. FEES FOR SERVICES

- a. The Municipality agrees to pay the Society the following fees (herein the "Annual Fee") for the services to be rendered hereunder:
 - i. an annual total of \$86,405.00 for the term of January 1, 2021, through December 31, 2021. The Municipality acknowledges that it has been invoiced in the total sum of \$13,765.00 for services rendered pursuant to ancillary bridge contracts covering the period of January 1, 2021 to June 15, 2021. As such, the Municipality agrees to pay the remainder of the Annual Fee of \$72,640.00 in equal monthly installments of \$12,106.66 commencing July 15, 2021 and concluding December 15, 2021.
 - ii. an annual total of \$86,405 for the term of January 1, 2022 through December 31, 2022. The Municipality agrees to pay the Annual Fee for this term in equal monthly installments of \$7,200.42.
 - iii. an annual total of \$99,405.00 for the term of January 1, 2023 through December 31, 2023. The Municipality agrees to pay the Annual Fee for this term in equal monthly installments of \$8,283.75.
- b. The foregoing Annual Fees are payable to the Society for providing all of the services contemplated herein, with the following exceptions:
 - i. Emergency veterinary care deemed necessary by the Society and;

- ii. Other animals for which prior authorization from Society management was not obtained by an officer of the municipality.

If the Municipality does not obtain prior authorization from the Society to house an animal other than a dog or cat, the Society will bill the Municipality \$100 per pet, per day, commencing on the first day of confinement and until the animal is returned to its owner(s) or becomes property of the Society by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services the Society deems necessary to humanely care for the unauthorized animal.

The Society agrees to submit itemized bills, properly executed claims forms, vouchers, and such other necessary information or supporting documentation as may be required by the municipality in order to process payment for fees and expenses.

- c. All fees for services and sheltering rendered under this Agreement shall be paid to Society on a Net 30 basis. Society shall invoice the Municipality on a monthly basis. In the event invoices are not paid in full, the Society will assess a late payment charge equivalent to ten percent (10%) per annum of the then unpaid balance, or the maximum amount permitted by law, whichever is less.
- d. Failure of the Municipality to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement.

V. MISCELLANEOUS PROVISIONS

a. NOTICE

Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Society, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to The Mohawk and Hudson Humane Society, Inc., 3 Oakwood Avenue, Menands, New York 12204 with a copy to its counsel at: Schopf Law, PLLC, 28 Corporate Drive, Suite 103, Clifton Park, New York 12065 and by email to jgs@schopflaw.com; and if to the Municipality, via hand delivery to the Office of the Municipality's Clerk, or via certified mail, return receipt requested, to the Municipality's Clerk at the publicly posted mailing address for the Municipality with a copy to the Municipality's Attorney by First Class mail and email, if available. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

This Agreement shall become effective on June 15, 2021 and shall continue in effect until December 31, 2023.

Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice to the other party of such termination. In the event of such termination of this Agreement, Society shall be entitled to prorated compensation based upon the following formula. The Annual Fee shall be divided by 365 and the Society shall be entitled to such amount of compensation then outstanding from the last issued invoice date up to and including the date of termination on a pro-rata basis. Once such pro-rated compensation has been paid, the Municipality shall have no further obligations to Society.

Notwithstanding the prior terms hereof, the Society by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Municipality adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Society to perform any act inconsistent with its humane principles.

Termination or natural expiration of this Agreement for any reason shall prompt Society's notification to the Commissioner of Agriculture and Markets of the termination or expiration of this Agreement.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction either in Albany County or Rensselaer County, New York.

d. SEVERABILITY

If any part or parts of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

e. INDEMNIFICATION

- i. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold Society, its officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Municipality, its officers, agents or employees.

ii. To the fullest extent permitted by law, Society shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Society, its officers, agents or employees.

f. OTHER AGREEMENTS PERMITTED

The Municipality acknowledges and agrees that in addition to the animal welfare programs that Society performs in fulfillment of its charitable mission, the Society performs sheltering and other animal care services for other Municipal Corporations pursuant to agreements with other such Municipal Corporations. Nothing in this Agreement shall be construed to grant any right of exclusivity to the Municipality in terms of shelter services or animal care and shall not act as a prohibition or restriction upon Society from entering into sheltering agreements with other Municipal Corporations.

g. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement.

By:

Signature

Date

Municipal Official Print Name and Title

Ashley Jeffrey Bouck
Chief Executive Officer
Mohawk & Hudson River Humane Society

Date

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BOYS AND GIRLS CLUB OF THE CAPITAL AREA, INC., FOR THE PURPOSE OF PROVIDING TRAINED PERSONNEL TO ADMINISTER AND OPERATE THE SOUTH TROY POOL FACILITY THROUGH AUGUST 29, 2021

WHEREAS, the City of Troy and The Boys and Girls Club of the Capital Area, Inc., desire to enter into the Agreement attached hereto; and

WHEREAS, the City of Troy and The Boys and Girls Club of the Capital Area, Inc., previously entered into a similar Agreement to staff the City's South Troy Pool Facility in the summer of 2020; and

WHEREAS, The Boys and Girls Club of the Capital Area, Inc., has substantial experience and expertise in day-to-day recreational pool management, can operate and maintain the facility consistent with legal regulation, and can furnish qualified lifeguards to ensure the safety of pool users; and

WHEREAS, the Council desires to open the South Troy Pool Facility, especially for the benefit of the children of Troy.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Troy hereby authorizes the Mayor to enter into the attached Agreement with The Boys and Girls Club of the Capital Area, Inc., to provide trained personnel to administer and operate the South Troy Pool Facility through August 29, 2021.

Approved as to form, _____, 2021

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

The Administration decided to enter into a new contract with the Boys and Girls Club primarily because there are so many challenges this year with hiring staff – especially life guards. The Boys and Girls Club is able to hire previous employees and will also hold a certification program this month for training and certifying additional staff. Since the Boys and Girls Club operated the facility for us last year, it will be easy for them to set up and we will be able to secure the County Health Department approvals promptly so that we will be ready to open just after the 4th of July. As everyone knows, The Boys and Girls Club has decades of experience in swimming pool management and supervision, and has proven to be a reliable partner in this City operation.

This agreement also will allow residents the ability to participate in the healthy meal program, including lunch and snack, since that is one of the programs the Club provides. As in years past, Patti will be offering swim lessons as well.

2021 Summer Pool Budget

Pool operating from Tues 7/6 to Sun 8/29,
Open 7 days a week; noon to 7pm (8 weeks/55 days)

\$	Total	
Salary (Note 1)	\$84,959	See worksheet "2021 Staffing & Salary"
Health benefits/401k	-	No benefits offered for seasonal employees
Taxes & fringe benefits	11,469	Consist of FICA (SS & Medicare); NYS Disability; LT disability; Workers Comp
Payroll processing	720	\$6/staff per bi-weekly payperiod
Background check	1,100	\$50/person, assume 22 background checks conducted
Unemployment liability	8,496	
Lifeguard/CPR Certification	1,200	\$200/person, assume 6 require recertification
Liability Insurance	3,000	From Ten Eyck
Misc. supplies for pool/PPE/other	1,000	
Staff shirts/Lanyards	1,350	\$15/shirt, 3 shirts per staff
Misc. office supplies (e.g., ink, paper)	300	\$50/week for flyers, etc. for 6 weeks
Management oversight & admin	17,039	
Total Cost	\$130,633	

Note 1: Salary will be invoiced based on actual hours worked. We anticipate that the actual hours incurred will be less than the amount in this budget due to historical trends of expected staff call-outs/no shows.

THIS AGREEMENT

Made on the ____2nd____ day of _____June_____, 2021, by and between City of Troy, whose principal place of business is situated at City Hall, in the City of Troy, County of Rensselaer and State of New York, herewith referred to as “City”, and The Boys & Girls Clubs of the Capital Area, Inc. whose principal place of business is 21 Delaware Avenue, County of Albany, State of New York, hereinafter referred to as “Agency”.

WITNESSETH:

WHEREAS, the City is desirous of obtaining the services of the Agency in order to help provide wholesome and beneficial recreation and education for the children of Troy, New York, and thus to help reduce and prevent juvenile delinquency within the City of Troy, and

NOW THEREFORE, this Agreement

WITNESSETH:

That the parties hereto agree, as follows:

1. The Agency hereby agrees to supply services to recruit, train and provide supervisors, lifeguard, and security and pool attendant personnel for the operation of the South Troy Pool for the 2021 season. The Agency’s Site Supervisor will be overseen by the Parks and Recreation Supervisor, Kevin Graber.
2. Payment for services will be reimbursed after receipt of payroll records for staff specific to the services described in Schedule A. Payment will be made within 30 days of receipt of invoice and supporting documentation.
3. Upon agreement of both parties, the total sum of money that the City agrees to pay, as set forth in the above paragraph, may be reduced if both parties agree that there will be unencumbered funds. Any reduction in the total contract sum will be made in writing and appropriate adjustments will be made in Schedule A.
4. The Agency hereto agrees, as follows:
 - a. to make available for audit and inspection by the Auditor of the City of Troy, its plant facilities and financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and keep such records available for inspection by properly qualified personnel of the City of Troy or of the State;
 - b. to report to the City of Troy at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;
 - c. to comply with such rules and regulations as the City of Troy and the State may make from time to time pursuant to law;
 - d. to maintain the following general liability insurance coverage on all locations and facilities as described below:
 - i. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
 1. Liability Insurance policies will not be accepted that:
 - a. Remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or

- b. Remove or modify the “insured Contract” exception to the employers liability exclusion; or
 - c. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
 - 2. Contractor shall require any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor’s records.
 - ii. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
 - iii. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - iv. Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:
 - 1. The City of Troy is named additional insured on a primary and Non-Contributing basis.
 - 2. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel’s Office.
 - 3. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel’s Office is given sixth (60) days written notice of the contrary;
 - e. not to assign, transfer, convey, sublease or otherwise dispose of said agreement or the right, title or interest therein or the power to execute the same to any other person, company or corporation without the previous consent, in writing, of the City of Troy;
 - f. that said Agreement may be terminated by the City or the Agency on thirty (30) days prior notice, in writing, to the other;
 - g. to conform with the “Governor’s anti-discrimination clause in contracts” as of the memorandum dated November 20, 1963.
- 5. That at all times during the terms of this Agreement the Agency shall remain as to the City an independent contractor and shall retain its separate identity and shall remain a separate entity and shall not in any way be an agent of the City.
- 6. That the Agency shall indemnify, defend and hold harmless the City, its officials, agents, appointees and employees from all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs and attorney fees, consequential damages, and punitive damages) arising out of the work or performance of the Agency.
- 7. That the City shall indemnify, defend and hold harmless the Agency, its officials, agents, appointees and employees from all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs and attorney fees, consequential damages, and punitive damages) arising out of the work or performance of the City.
- 8. The terms of the within Contract shall commence on July 6, 2021, and shall terminate on August 29, 2021.

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

CITY OF TROY

BY: _____
Wm. Patrick Madden
Mayor

BOYS & GIRLS CLUBS OF THE
CAPITAL AREA

BY: _____

Approved as to form:

Date: _____

Richard T. Morrissey
Corporation Counsel