

# SCHENECTADY CITY COUNCIL COMMITTEE AGENDA

for  
Monday, June 20, 2016  
5:30 p.m.  
Room 110

*The Council President reserves the right to add or delete any agenda item prior to Committee Meeting.*

## Finance

- |   |   |                 |
|---|---|-----------------|
| 1 | Law Department Budget Reallocation                                | Carl Falotico   |
| 2 | Agreement between City of Schenectady & Police Benevolent (Exec.) | Mayor McCarthy  |
| 3 | Agreement between IBEW Local No 206 & City of Schenectady         | Anthony Ferrari |

## Public Safety

- |   |   |                           |
|---|---|---------------------------|
| 1 | Edward Byrne Memorial Justice Asst. Grant (JAG) | Asst. Chief Michael Seber |
|---|---|---------------------------|

## City Development & Planning

- |   |  |                |
|---|--|----------------|
| 1 | Ceremonial Resolution - 2015 NYS Assoc. Press Awardees | Ed Kosiur      |
| 2 | Disc - Oak Street Bridge                               | Leesa Perazzo  |
| 3 | Sale of 931 Francis Avenue (Exec.)                     | Jaclyn Mancini |
| 4 | Sale of 206 Linden Street                              | Jaclyn Mancini |
| 5 | Sale of 902 Crane Street                               | Jaclyn Mancini |
| 6 | Sale of 81 Cheltingham Avenue                          | Jaclyn Mancini |
| 7 | Sale of 13 Park Place                                  | Jaclyn Mancini |

## Health & Recreation

- |   |  |                    |
|---|--|--------------------|
| 1 | ABAC - Boys & Girls Club - Operating City Pools 2016 | Jeremy Howard      |
| 2 | Recreation Advisory Committee Report                 | Marion Porterfield |
| 3 | Vale Park Partnership                                | Leesa Perazzo      |

## Public Service & Utilities

- |   |                                |  |
|---|--------------------------------|--|
| 1 | Disc - Taxi Cabs - Chapter 236 |  |
|---|--------------------------------|--|

## Claims

- |   |   |               |
|---|---|---------------|
| 1 | Hoyt v. City of Schenectady   | Carl Falotico |
| 2 | Nemil Hospitality Tax Cert Settlement                               | Carl Falotico |
| 3 | Albany Street Ventures & Mitchell Road Ventures Tax Cert Settlement | Carl Falotico |

Friday, June 17, 2016



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT:** *Finance*  
**DATE:** 6/20/16

**TO:** Council Members  
**FROM:** Carl Falotico  
**SUBJECT:** Law Dept. Budget Reallocation

**Background Information:**

This spring the Law Dept. was approved for \$40,000 in CDBG funding by the City Council. The Law Dept. also historically has hired contractors to help with projects, and paid for them out of the fees for service line.

**Evaluation/Analysis:**

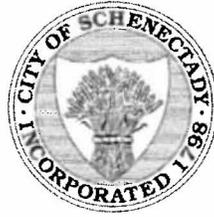
By combining the revenue from CDBG with the amount paid to contractors, we can support a fulltime position for an entry level attorney. The change would not have an impact on the budget.

**Recommendation:**

That the Council approved a budget reallocation to show the anticipated CDBG revenue, decrease the fees for services line, and create a new Assistant Corporation Counsel position with a salary of \$50,000.

**LEGISLATION WILL BE PREPARED BY** LAW

PS-1



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT:** Pub Saf. **DATE:** June 20th, 2016

**TO: COUNCILMEMBERS**

**FROM: Assistant Chief Michael Seber**

**SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG)  
Formula Program: Local Solicitation FY 2016 (Dept. of Justice)**

**Background Information:**

The City and County of Schenectady have received notification that we are eligible to jointly submit an application to receive funding under the Edward Byrne Memorial Justice Assistant Grant (JAG) Formula Program through the Department of Justice. Under this grant the Police Department and District Attorney's office must submit a joint application outlining initiatives/programs that will further the Department's mission in preventing or reducing crime.

Under this year's JAG program (FY 2016) the City and County are eligible to share \$49,779.00. After discussions between the Police Department and DA's office it is recommended to spend the funding in the following manner (pending input from the City Council and community):

- \$4,000 towards the purchase of a multiplex splitter used for the County Public Surveillance Camera System;
- \$22,890 to fund a portion of the DA's office Confidential Investigator position who is primarily assigned as a gang investigator;
- \$22,889 to upgrade the Crime Scene Unit's evidence processing room and purchase equipment to process crime scenes. The evidence processing room upgrades include state-of-the-art equipment which can process DNA and fingerprints evidence in a controlled environment. The processing crime scene equipment include such things as digital cameras, computer software, enhanced lighting and other evidence collecting equipment.

Overview of the Edward Byrne Memorial Justice Assistant Grant Program:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

The grant requires “Government Body” approval of the application.

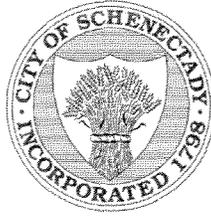
The grant requires no financial match by the City of Schenectady.

**Recommendation:**

Adoption by the City Council allowing the application to be submitted.

**LEGISLATION WILL BE PREPARED BY: Assistant Chief Michael Seber**

CDAP-1



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT:** City Development & Planning  
**DATE:** 06/20/2016

**TO:** COUNCILMEMBERS

**FROM:** John Polimeni

**SUBJECT:** Ceremonial Resolution - 2015 NYS Assoc. Press Awardees

**Background Information:**

The AP awards are prestigious - the Associated Press has been committed to the highest levels of journalism and AP reporters have shown astonishing courage and resourcefulness in the field, and the organization has fought for the freedom of the press worldwide, and for the public's right to know.

**Evaluation/Analysis:**

**Recommendation:**

A ceremonial resolution to acknowledge Haley Viccaro, Peter R. Barber, Mike Macadam, and Mark McGuire for winning 2015 NYS AP Awards.

**LEGISLATION WILL BE PREPARED BY** \_\_\_\_\_

CS-2



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT: City Development & Planning  
DATE: 06/20/2016**

**TO: COUNCILMEMBERS**

**FROM: Leesa Perazzo**

**SUBJECT: Disc - Oak Street Bridge**

**Background Information:**

**Evaluation/Analysis:**

**Recommendation:**

**LEGISLATION WILL BE PREPARED BY \_\_\_\_\_**

H.R-1

CITY OF SCHENECTADY  
LEGISLATIVE REQUEST FORM

COMMITTEE ASSIGNMENT: *Heath's Rec* DATE: June 20, 2016

TO: City Council

FROM: Jeremy Howard, Acting Director of Property Management

SUBJECT: Authorize the Mayor or his designee to enter into an Agreement with the Boys & Girls Club of Schenectady for the 2016 Operating Agreement for the Central Park, Front Street, Hillhurst and Quackenbush Pools

TO BE PLACED ON COUNCIL AGENDA OF June 27, 2016

Background Information:

The City intends to assign operating responsibility for the municipal swimming pool facilities located in Central Park, Front Street, Hillhurst Park and Quackenbush Park to the Boys and Girls Club of Schenectady.

Evaluation/Analysis:

It is in the best interest of the City to assign operating responsibility of the Central Park, Front Street, Hillhurst and Quackenbush pools to the Boys and Girls Club of Schenectady for the Summer of 2016 because this agency has demonstrated its expertise in the operation of other City pools and other recreational facilities and activities.

The terms of this agreement will be approved by the Corporation Counsel.

Recommendation:

Authorize the Mayor, or his designee, to enter into an Agreement with the Boys & Girls Club of Schenectady for the 2016 Operating Agreement for the Central Park, Front Street, Hillhurst Park and Quackenbush Pools.

LEGISLATION WILL BE PREPARED BY: Water Department

JH/pg



**City of Schenectady, New York**

CITY OF SCHENECTADY PARKS DEPARTMENT

SCHENECTADY CITY POOLS  
OPERATING AGREEMENT

This Agreement is made by and between the City of Schenectady, New York (the "City") and the Boys and Girls Club of Schenectady, hereinafter referred to as the "Operator."

WHEREAS, the Operator desires to enter into an agreement with the City for the operation of City-owned, leased, and controlled swimming pools and associated facilities beginning the 28<sup>th</sup> day of June, 2015 and ending the 24<sup>th</sup> day of August, 2015 at one of the following locations in the City of Schenectady:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Central Park Pool | <input checked="" type="checkbox"/> Front Street Pool |
| <input checked="" type="checkbox"/> Hillhurst Pool    | <input checked="" type="checkbox"/> Quackenbush Pool  |

Now, therefore, in consideration of the foregoing and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Operator to administer and operate the checked facilities, listed above, for the duration of the contract term.
2. The Operator agrees to comply with the attached Terms & Conditions.

Executed in duplicate this \_\_\_ day of June, 2016.

City of Schenectady, New York

By: \_\_\_\_\_  
Gary R. McCarthy  
Mayor -- City of Schenectady  
105 Jay Street  
Schenectady, NY 12305

By: \_\_\_\_\_  
Operator Representative

\_\_\_\_\_  
Office of Corporation Counsel

\_\_\_\_\_  
Print Name of Representative

\_\_\_\_\_  
Print Name of Operating Organization

## **Terms and Conditions**

### SECTION I: REQUEST FOR FACILITIES

Prior to completion and enforcement of this Agreement, the Operator must submit the following:

1. Proof of the Operator's status as a not-for-profit 501C-3 organization
2. Contact information for the Operator, specifically for those people who will be involved in carrying out the terms of the Agreement.
3. Proof of public liability insurance, the requirements of which are outlined in Section V

Additionally, a representative of the Operator must have a meeting with the Commissioner of the Office of General Services (OGS) to discuss terms of maintenance. The terms discussed at this meeting will become a part of the final operating agreement

### SECTION II: Personnel and Background Checks

A. The City is committed to maintaining a safe and secure environment for the users of its facilities. As such, all Operators are required to conduct a background check for each of its employees who are over the age eighteen (18) and who will come into direct contact with patrons under the age of eighteen (18) at a City-owned facility as part of a City-sponsored activity program, including programs funded in any amount by City funds.

B. The minimum background check process shall include, but not be limited to, the following checks

1. Social Security Number (SSN) Validation and Address History;
2. National Criminal Database;
3. County Felony and Misdemeanor for the past seven years of residence history; and
4. National Sexual Offender Registry Search.

C. The City retains the right to request Background Check information on any employee of the Operator and at any time. Additionally, the City reserves the right to audit an Operator's background check process.

D. A failure to comply with the terms of the section is grounds for the immediate termination of this Contract, without notice.

### SECTION III: Terms of Operation

A. Hours: The Operator hereby agrees to open the premises to the General Public, for the duration of the agreement, a minimum of four hours per day, Monday through Saturday.

B. Fees: The Operator is authorized, but not required, to charge an entry/use fee as follows:

- |                               |        |
|-------------------------------|--------|
| 1. Adults (Ages 18 and Older) | \$3.00 |
| 2. Children (Ages 4 to 17)    | \$1.25 |
| 3. Children 3 and younger     | Free   |

C. Rules: All persons entering and using the pool facility shall comply with all applicable rules, regulations, and ordinances of the City of Schenectady and such reasonable rules and regulations imposed by the Operator.

D. Staff: The Operator shall hire, train, provide, and supervise adequate lifeguards, and such other staff and personnel as shall be necessary and/or required to provide adequate water safety and a safe recreational environment for the public.

E. Private Use by Operator: The Operator may offer the use of the pool facility to its members and invitees at all times when the facility is not open to the general public, provided it continues compliance with the terms set forth in Section II Sub-Section A.

F. Payment Schedule: The total value of this contract is \$85,000 to be disbursed from the City's Operating Budget; the City agrees to make payment as follows:

- i. \$42,500 will be paid at the time the Agreement is signed by all parties and upon receipt of an invoice from the Operator; and
- ii. \$42,500 to be paid upon receipt of an invoice and within 30 days of the end of the Operating Season: Wednesday, September 23, 2016.

### SECTION III: FACILITY MAINTENANCE

A. the Operator will keep and maintain the premises in good condition: clean, sanitary, and suitable for public pool operations, and shall bear the expense thereof. The purpose of this clause is to promote enhanced cleanliness and tidiness at all City-owned facilities.

B. the City will remain responsible for the maintenance of public restrooms at each facility governed by this agreement.

C. the City will purchase and provide chlorine as may be required to satisfy public health and safety requirements imposed by any federal, state, or local law.

D. the Operator must allow the City, upon reasonable notice, to enter the premises to repair, inspect, install, or work upon any fixture or equipment at said premises, and to perform such other work that the City deems necessary.

E. the Operator will promptly notify the City of any fire, accident involving the premises, and dangerous and/or defective conditions.

F. the Operator will maintain a log, listing reported injuries of members of the general public while the Operator opens the facility to the public under the terms of this Agreement

G. the manner of use of the premises shall be subject, at all times, to the rules and regulations of the City's Commissioner of General Services and/or his/her designee, who shall have the right, upon reasonable notice, to inspect the premises.

#### SECTION IV: RELATIONSHIP BETWEEN THE CITY AND OPERATOR

A. No member, officer, or employee of the City, its designees or agents; or member of the City Council of the City of Schenectady; and no other public official of the City who exercises any functions or responsibilities with respect to the program during his/her tenure and for one (1) year thereafter, shall have any interest, direct or indirect, in any contract, sub-contract and the proceeds thereof, for work to be performed under this agreement.

B. The Operating Organization, its employees, volunteers, designees, and agents are deemed independent contractors and, therefore, are not considered agents or employees of the City. As such, they shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the City, or any rights generally afforded to either a classified or unclassified employee. Furthermore, they are not entitled to Workers' Compensation Benefits as an employee of the City of Schenectady.

#### SECTION V: INSURANCE REQUIREMENTS

A. the Operator agrees to provide and maintain insurance throughout the term of this agreement and in the following insurance amounts:

1. General Public Liability: \$1,000,000.00 for injuries, including death, to any person, and \$1,000,000.00 for damages on account of any one accident.
2. Property Damage: \$300,000.00 for damage on account of any one accident, and \$1,000,000.00 for damages on account of all accidents.
3. Umbrella Liability Coverage: \$1,000,000.00 on account of any one accident.

B. Operating organization agrees that with respect to the required insurance:

1. Said coverage will be with an insurance policy from an A.M. best rated "Secure" or better insurer, licensed in New York State.
2. Said policy shall state that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Council, employees, and volunteers.
3. The City will be named as additional insured by using endorsement CG 2026 or an equivalent thereof;

4. The Operator will have a Waiver of Subrogation issued favoring the City on the General Liability Policy;
5. The Operator will provide thirty (30) days advance written notice of cancellation or material change and;
6. The Operator will provide the City with Certificates of Insurance evidencing that the insurance requirements have been met prior to the commencement of the Agreement and, thereafter, with certificates evidencing renewals or replacements of said policies of insurance at least fifteen 15 days prior to the expiration or cancellation of any such policies.
7. The Operator agrees to indemnify the City for any applicable deductibles and self-insured retentions.
8. The Operator acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the City. The Operator is to provide the City with a certificate insurance evidencing the requirements laid out in Section Five, Sub-Section A have been met, prior to the commencement of work or use of its facilities.

**\*\*It is strongly recommended that each operator have a supplemental accident policy for participants.\*\***

C. Notices and Certificates of Insurance will be provided to the Commissioner of Finance and the Commissioner of the Office of General Services, City of Schenectady, 105 Jay Street, Schenectady, New York 12305.

#### SECTION VI MISCELLANEOUS

1. Indemnification: The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, actions damages, losses, costs, liabilities, expenses, and judgments including death Claims recovered from or asserted against the City, for personal injury court costs or damage to persons or property incidental to, arising out of, or caused directly or indirectly in whole or in part by an act, omission, negligence, or misconduct by the Operating organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and or concurrent negligence of the City and Operating organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

2 Force Majeure: If City facilities, or any portion thereof, are destroyed or damaged by fire or other calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement or if the use of the Facility by the Operating Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the City then this Agreement

will terminate. The City will not be liable or responsible to the Operating Organization for any damages caused thereby and the Operating Organization hereby waives any claim against the City for damages by reason of such termination.

3. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of New York and venue for any action concerning this Agreement shall be in the Supreme Court of Schenectady New York

4. Compliance: The Operator covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules, and regulations of the local, state, and federal governments. The Operator agrees to comply with all law, orders, rules, requests, and directions made by governmental authorities and insurance groups. This includes, but is not limited to: the City of Schenectady Office of General Services, the Fire and Police Departments, the City Building Inspector and/or his designee, and the Schenectady County Department of Health.

5. Termination: This agreement may be terminated by either party by providing the other Party with thirty (30) days prior written.

6. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail Postage Prepaid Certified Mail Return Receipt Requested or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party

6. Severability: In the event that any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

7. Assignment: This Agreement may not be assigned by using organization without the Express written consent of the City

HeR-2



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT: Health & Recreation  
DATE: 06/20/2016**

**TO: COUNCILMEMBERS**

**FROM: Marion Porterfield**

**SUBJECT: Recreation Advisory Committee Report**

**Background Information:**

**Evaluation/Analysis:**

**Recommendation:**

**LEGISLATION WILL BE PREPARED BY \_\_\_\_\_**

H-R-3



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT: Health & Recreation**  
**DATE: 06/20/2016**

**TO: COUNCILMEMBERS**

**FROM: Leesa Perazzo**

**SUBJECT: Vale Park Partership**

**Background Information:**

**Evaluation/Analysis:**

**Recommendation:**

**LEGISLATION WILL BE PREPARED BY \_\_\_\_\_**

PS-24-1



**CITY OF SCHENECTADY  
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT:** Public Services & Utilities  
**DATE:** 06/20/2016

**TO:** COUNCILMEMBERS

**FROM:**

**SUBJECT:** Disc - Taxi Cabs - Chapter 236

**Background Information:**

**Evaluation/Analysis:**

**Recommendation:**

**LEGISLATION WILL BE PREPARED BY \_\_\_\_\_**