



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Giovanni Scaringi, Ph.D., City Council President

Janine Faulkner, City Clerk

COUNCIL OF THE CITY OF BINGHAMTON
Business Meeting Agenda
City Hall, 38 Hawley Street, Binghamton, NY 13901
Wednesday, September 6, 2023

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ACKNOWLEDGEMENTS AND RECOGNITIONS

V. REPORTS FROM COMMITTEES AND APPROVAL OF MINUTES

Approval of Minutes

Approve the Minutes from the August 23, 2023 Business Meeting.

City Council Finance Committee: Scanlon (Chair), Strawn, Friedman

No items to report.

City Council Planning & Community Dev. Committee: Resciniti (Chair), Scanlon, Friedman

No items to report.

City Council Municipal & Public Affairs Committee: Strawn (Chair), Resciniti, Riley

No items to report.

City Council Public Works/Parks & Recreation Committee: Resciniti (Chair), Scanlon, Riley

No items to report.

City Council Employees Committee: Strawn (Chair), Resciniti, Burns

No items to report.

City Council Rules & Procedures/Special Studies Committee: Scanlon (Chair), Strawn, Friedman

No items to report.

VI. APPROVAL OF APPOINTMENTS

VII. PUBLIC HEARING

VIII. SET PUBLIC HEARINGS

IX. PUBLIC COMMENT/COMMUNICATION

Residents wishing to submit public comment may do so electronically by emailing their comments prior to 1:00pm on the day of the meeting to clerk@cityofbinghamton.gov or in-person during the meeting.



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

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X. REVIEW OF MAYORAL VETO

XI. SECOND READING LEGISLATION

XII. FIRST READING LEGISLATION

A. PREFERRED AGENDA

B. NON PREFERRED AGENDA

Introductory Ordinance 23-116. Considered in Finance: Scanlon

An Ordinance to amend the 2023 Fire Budget to accept the third round of NYS Health Care Workers Bonus for Personal Services

Introductory Ordinance 23-117. Considered in Finance: Scanlon

An Ordinance to amend the 2023 budget to unallocated ARPA funds from Permanent Ordinance 21-87 for broadband improvements with the Southern Tier Network

Introductory Ordinance 23-118. Considered in Finance: Scanlon

An Ordinance to allocate ARPA funds for police officer retention incentives

Introductory Ordinance 23-119. Considered in Finance: Scanlon

An Ordinance to amend the 2023 Police and Corporation Counsel budgets for legal services

Introductory Resolution 23-70. Considered in Employees: Strawn

A Resolution authorizing the Mayor to enter into agreement with the Binghamton Police Benevolent Association for the years 2024-2026

Introductory Resolution 23-71. Considered in Public Works/Parks & Recreation: Resciniti

A Resolution authorizing the Mayor to enter into a preservation covenant with the NYS Office of Parks and Recreation and Historic Preservation for the restoration and relocation of the Ross Park Carousel

XIII. COMMUNICATIONS FROM COUNCIL MEMBERS

1. Scanlon
2. Resciniti
3. Riley
4. Friedman
5. Burns
6. Strawn
7. Scaringi

XIV. ADJOURNMENT



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Friedman, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2023 FIRE
BUDGET TO ACCEPT THE THIRD ROUND OF
THE NYS HEALTH CARE WORKERS BONUS
FOR PERSONAL SERVICES**

WHEREAS, the Fire Chief and Comptroller of the City of Binghamton find it proper and necessary to amend the 2023 Fire budget to accept the third round of the New York State Health Care Workers Bonus in the amount of \$19,377; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on September 6, 2023.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2023 Fire budget to accept the third round of the New York State Health Care Workers Bonus in the amount of \$19,377 as follows:

- (i) \$19,377 increase revenue budget line A.43089 (State Aid-Public Safety)
- (ii) \$18,000 increase expense budget line A3410.51000 (Personal Services)
- (iii) \$ 1,377 increase expense budget line A9030.58000B (Social Security)

Section 2. That this Ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds
are unencumbered and available

Chuck Shager, Comptroller



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Friedman, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO AMEND THE 2023
BUDGET TO UNALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FROM
PERMANENT ORDINANCE 21-87

WHEREAS, pursuant to Permanent Ordinance 21-87, dated September 1, 2021, the Council of the City of Binghamton allocated American Rescue Plan Act (ARPA) funds for broadband improvements with the Southern Tier Network; and

WHEREAS, the Mayor and Comptroller of the City of Binghamton find it proper and necessary to amend the 2023 budget to unallocate the ARPA funds from Permanent Ordinance 21-87 because this project is no longer moving forward; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on September 6, 2023.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That Permanent Ordinance 21-87, dated September 1, 2021, is hereby declared null and void.

Section 2. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2023 budget to unallocate the ARPA funds from Permanent Ordinance 21-87 as follows:

- (i) \$1,000,000 decrease expense budget line A9950.59000.F0015 (Interfund Transf)
- (ii) \$1,000,000 decrease revenue budget line H.45031.F0015 (Interfund Transf)
- (iii) \$1,000,000 decrease revenue budget line A.44089.F0015 (Fed.Aid - Other)
- (iv) \$1,000,000 decrease expense budget line H1440.525801.F0015 (Broadband Improvements)

Section 3. That this Ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO ALLOCATE AMERICAN
RESCUE PLAN ACT FUNDS FOR A POLICE
OFFICER RETENTION INCENTIVE**

WHEREAS, the Mayor and the Comptroller of the City of Binghamton find it proper and necessary to allocate American Rescue Plan Act (ARPA) funds in the amount of \$441,297 for a police officer retention incentive; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on September 6, 2023.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to allocate ARPA funds in the amount of \$441,297 for a police officer retention incentive as follows:

- (i) \$441,297 increase revenue budget line A.44089.F0015 (Fed.Aid-Other)
- (ii) \$441,297 increase expense budget line A3120.51000.F0015 (Personal Services)

Section 2. That this Ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds
are unencumbered and available

Chuck Shager, Comptroller



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Friedman, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND THE 2023 POLICE
AND CORPORATION COUNSEL BUDGETS
FOR LEGAL SERVICES**

WHEREAS, the Chief of Police, Corporation Counsel, and Comptroller of the City of Binghamton find it proper and necessary to amend the 2023 Police and Corporation Counsel budgets for legal services in the amount of \$200,000; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on September 6, 2023.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend the 2023 Police and Corporation Counsel budgets for legal services in the amount of \$200,000 as follows:

<u>Transfer From (Decrease):</u>	<u>Transfer To (Increase):</u>
\$200,000 A3120.51000 (Pers.Svcs.Pol.-Prob.)	\$200,000 A1420.54430 (Legal Services)

Section 2. That this Ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: Employees

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE
BINGHAMTON POLICE BENEVOLENT
ASSOCIATION FOR THE YEARS 2024-2026**

WHEREAS, pursuant to New York State Civil Service Law Article 14-Public Employees' Fair Employment Act, the Mayor and the Binghamton Police Benevolent Association have executed a Collective Bargaining Agreement for calendar years 2024-2026, which requires legislative approval; and

WHEREAS, the Collective Bargaining Agreement is attached hereto as Exhibit "A."

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the Collective Bargaining Agreement between the City of Binghamton and the Binghamton Police Benevolent Association for the years 2024-2026 is hereby approved as set forth in Exhibit "A" annexed hereto and made a part hereof.

Section 2. That this Resolution shall take effect January 1, 2024.

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF BINGHAMTON

AND THE

**NEW YORK STATE LAW ENFORCEMENT
OFFICERS UNION, AFSCME COUNCIL 82,
BINGHAMTON POLICE BENEVOLENT
ASSOCIATION, INC.**

WHEREAS, the parties have met to discuss a Memorandum of Agreement as it pertains to change in wage schedules and length of Collective Bargaining Agreement; and

WHEREAS, both parties have worked collectively on changes in the wage schedule to better retain and recruit members of the Binghamton Police Department, to improve public safety and advance 21ST Century policing standards; and

WHEREAS, the parties have discussed said Memorandum of Agreement, specifically to the issue of the changes in the wage schedule to better retain and recruit members of the Binghamton Police Department, to improve public safety and advance 21ST Century policing standards, and to increase the length of the Collective Bargaining Agreement; and

WHEREAS, both parties have been fully and fairly represented during these discussions, and both parties fully understand the issue and the Agreement proposed, and each have agreed to such Agreement; and

WHEREAS, representatives of the City of Binghamton (“City”) and the New York State Law Enforcement Officers Union, AFSCME Council 82, Binghamton Police Benevolent Association, Inc. (“Council 82”) have conferred for the purposes of establishing mutually agreed terms for the implementation of the Memorandum of Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. The wage schedule Attached to this Memorandum of Agreement shall take effect on January 1, 2024, and shall replace the current wage schedule in the existing Collective Bargaining Agreement
2. All articles, sections, and Memorandums currently related/or in the Collective Bargaining Agreement shall remain in effect until a successor agreement has been negotiated.

3. The current Collective Bargaining agreement expiration date shall be extended to December 31, 2026
4. This Memorandum of Agreement shall become effective immediately upon signing by the parties, and shall not be precedent setting, nor can this agreement be used in a past practice argument by either party.
5. The City and Council 82 both understand that this Memorandum of Agreement is for Wage schedule change and extended term of the current Collective Bargaining Agreement only, and that all other Articles and sections shall remain the same until a successor agreement is negotiated.
6. Said successor agreement to be negotiated, will be for the Agreement that will expire on December 31, 2026,
7. This agreement shall only be changed by a signed writing by both parties and shall cease to be in effect once the terms of this agreement have been met.

FOR CITY OF BINGHAMTON:

Mayor

Date: _____

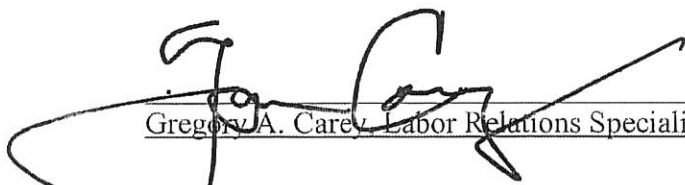
Chief of Police

Date: _____

FOR THE UNION:

Binghamton P.B.A., Inc

Date: _____



Gregory A. Carey, Labor Relations Specialist, Council 82

Date: _____

WAGE SCHEDULE

	2024	2025	2026
Captain	\$ 111,758	\$ 115,111	\$ 118,564
Lieutenant	\$ 104,622	\$ 107,760	\$ 110,993
Sergeant	\$ 97,622	\$ 100,551	\$ 103,567
Patrolman Grade 1	\$ 88,134	\$ 90,778	\$ 93,501
Patrolman Grade 2	\$ 81,965	\$ 84,424	\$ 86,956
Patrolman Grade 3	\$ 77,558	\$ 79,885	\$ 82,281
Patrolman Grade 4	\$ 68,745	\$ 70,807	\$ 72,931
Patrolman Grade 5	\$ 59,931	\$ 61,729	\$ 63,581
Probationary	\$ 52,880	\$ 54,467	\$ 56,101



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: September 6, 2023

Sponsored by Council Members: Resciniti, Friedman, Burns, Strawn, Scanlon, Scaringi

Introduced by Committee: PW/Parks

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A PRESERVATION
COVENANT WITH NYS OFFICE OF PARKS,
RECREATION AND HISTORIC
PRESERVATION FOR THE RESTORATION
AND RELOCATION OF THE ROSS PARK
CAROUSEL

WHEREAS, the Mayor of the City of Binghamton wishes to enter into a preservation covenant with the NYS Office of Parks, Recreation and Historic Preservation for the completion of work related to the Ross Park Carousel Restoration and Relocation Project; and

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session does hereby:

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with the NYS Office of Parks, Recreation and Historic Preservation for the completion of the Ross Park Carousel Restoration and Relocation Project as set forth in the agreement attached hereto.

**NYS Office of Parks, Recreation and Historic Preservation
Environmental Protection Fund
City of Binghamton Ross Park Historic Carousel Restoration and Relocation
PRK01-C52710GG-1290000
EPF-HP-#152710**

PRESERVATION COVENANT

THIS INDENTURE, made this _____ day of _____, 20____, by and between the **City of Binghamton** (hereinafter referred to as the "CONTRACTOR" or "GRANTOR") with offices at **38 Hawley Street Binghamton, New York 13905** and **THE PEOPLE OF THE STATE OF NEW YORK**, acting by and through their Commissioner of Parks, Recreation and Historic Preservation (hereinafter referred to as the "STATE" or "GRANTEE") having an address at **Albany, New York 12238** (For USPS Mail) with offices at **625 Broadway, Albany, New York 12207** (For Physical Delivery).

WITNESSETH:

WHEREAS, pursuant to the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law, the STATE administers a program providing grants to municipalities and not-for-profit corporations to restore and develop historic properties which are <<eligible OR listed>> on the National or State Registers of Historic Places; and

WHEREAS, the CONTRACTOR has title to certain historic real property along with the improvements located thereon, which is more particularly described in a deed from **Erastus and Amelia Ross** to the CONTRACTOR dated July 8, 1875, and recorded on August 16, 1875 in the **Broome County Clerk's Office**, in Liber **98** of Deeds at Page **383**, and more particularly described in **Exhibit A attached here and made a part hereof**, referred to as the HISTORIC PROPERTY; and

WHEREAS, the CONTRACTOR has been awarded **\$500,000** for the **restoration and relocation of the Ross Park Carousel**, with an address at **60 Morgan Road Binghamton, NY 13903**, such award being conditioned on the satisfaction of certain duties and obligations.

NOW, THEREFORE, in consideration of the receipt of the State funds mentioned above, the CONTRACTOR does hereby covenant and agree to the following restrictions in relation to the HISTORIC PROPERTY.

1. Scope of Covenant. This restriction shall be binding on the CONTRACTOR in relation to the interior and exterior of the structures on the HISTORIC PROPERTY as well as the grounds thereof, hereinafter referred to as the SUBJECT PROPERTY.
2. Covenant Running with the Land. This restriction constitutes a covenant running with the land, and all successive future owners shall have the same obligations as the CONTRACTOR for as long as the restriction is in effect.
3. Purpose. The purpose of this restriction is to maintain the SUBJECT PROPERTY to secure the preservation of a historic resource and to ensure that a public benefit is derived from the expenditure of public funds.
4. Public Access. The CONTRACTOR agrees to permit the public to have access to the SUBJECT

PROPERTY as follows: During Open Hours of Ross Park Zoo. If applicable the CONTRACTOR shall submit verification of such access to the STATE.

5. Term of Restriction. This restriction shall be binding upon the CONTRACTOR for 25 years from the date of the recording of this instrument.

6. Maintenance Required. The SUBJECT PROPERTY shall be kept and maintained in reasonably good order, condition and repair and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation, The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes or any other applicable Secretary of the Interior's Standards (collectively referenced as "STANDARDS").

7. Alterations to SUBJECT PROPERTY.

(a) Before plans for any proposed construction, alteration or demolition affecting the SUBJECT PROPERTY are finalized, the CONTRACTOR will provide such information to the STATE as will reasonably inform the STATE as to the work to be performed, the scope of the work, details of the treatment and materials and application, along with any other documentation requested by the STATE that is reasonably needed to define the nature and character of the work to be performed and the anticipated period of time in which the work is estimated to be completed. The provisions of this paragraph shall not apply if the changes are clearly of a minor nature and not affecting architectural, archeological or historic values of the SUBJECT PROPERTY.

(b) Secretary of the Interior's Standards. No alteration work affecting the SUBJECT PROPERTY shall commence until the CONTRACTOR has received written certification from the STATE that all work is anticipated to be in substantial conformance with the STANDARDS.

8. Damage or Destruction to SUBJECT PROPERTY.

(a) As early as practicable after damage or destruction to the SUBJECT PROPERTY, whether caused by the CONTRACTOR or through a cause beyond the CONTRACTOR'S control, the CONTRACTOR will notify the STATE in writing of such damage or destruction. The notice will include (1) an assessment of the nature and extent of the damage; (2) an estimate of the restoration/reconstruction work necessary to return the SUBJECT PROPERTY to the condition existing at the time of completion of the State-funded work, along with any plans and specifications prepared for the work required; and (3) a description of any emergency work already completed. The CONTRACTOR shall restore/reconstruct the SUBJECT PROPERTY according to paragraph seven of this agreement, if in the opinion of the STATE the purpose and intent of this restriction will thereby be served. In no case will the required cost of any restoration/reconstruction be more than the amount of State funds expended on the SUBJECT PROPERTY.

(b) If the STATE has determined that it is not feasible to restore/reconstruct the SUBJECT PROPERTY, and the SUBJECT PROPERTY has been so damaged that the qualities that resulted in its being listed on the National or State Registers of Historic Places have been lost, the STATE will take steps to remove the SUBJECT PROPERTY from the National or State Registers. If the SUBJECT PROPERTY is removed, the STATE will notify the CONTRACTOR in writing that the restriction is null and void.

(c) If destruction is determined to be due to a deliberate act of the CONTRACTOR or caused by the gross negligence of the CONTRACTOR, the CONTRACTOR may be required to repay to the STATE an amount equal to one and one-half times the State funds expended on the SUBJECT PROPERTY.

9. Violations. In the event of a violation of any provision of this covenant the STATE may, at its option, and following reasonable notice to the CONTRACTOR, exercise any or all of the following remedies:

(a) declare the grant forfeited and demand the return of all funds disbursed under the grant agreement.

(b) declare the grant forfeited and demand the return of all funds disbursed under the grant agreement plus a penalty equal to 1/2 of the amount of the grant.

(c) enter the SUBJECT PROPERTY, correct any violation of the terms of this covenant, restore the SUBJECT PROPERTY to its prior condition, and hold the owner or any successor in interest responsible for the cost thereof.

(d) institute suit to enjoin such violations and, if appropriate, require the restoration of the SUBJECT PROPERTY to its prior condition.

In addition to the remedies set forth above, the STATE shall have all legal and equitable remedies to enforce the CONTRACTOR'S obligations under this agreement, and in the event the CONTRACTOR or any successor in interest is found to have violated such obligations, the CONTRACTOR or such successor shall reimburse the STATE for any costs and expenses incurred in connection with the enforcement of this agreement, including court costs and attorney's fees.

10. CONTRACTOR'S Rights to Use. Except as provided in paragraph four of this agreement, nothing in this covenant shall be construed to convey to the public a right of access or use of the property and the CONTRACTOR, its heirs, successors and assigns shall retain the exclusive right to such access and use.

11. Amendment. This covenant may also be modified in accordance with the common and statutory laws of the State of New York applicable to the modification of covenants running with the land. To this end, GRANTOR and the GRANTEE shall mutually have the right, in their sole discretion, to agree to amendments to this covenant.

12. Waivers. A waiver of any breach of any covenant, term, condition or limitation of this agreement shall not constitute a waiver of any other or any later breach of any covenant, term, condition or limitation, nor shall it otherwise prevent the enforcement of such breach.

13. Severability. The parties to this agreement agree that all covenants, easements and restrictions in this agreement shall be severable, and that should any covenant, easement or restriction in this agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate.

14. Binding Upon Successors. The foregoing representations, covenants, terms and conditions are expressly understood as being binding upon the CONTRACTOR, all heirs, executors, administrators, assigns and successors of the CONTRACTOR and all other persons whatsoever, real or artificial, having or claiming any interest in the SUBJECT PROPERTY and, together with this paragraph, shall be inserted in all instruments which dispose of any interest in the SUBJECT PROPERTY, but whether or not so inserted, shall be deemed by all persons to have been inserted.

15. Recording of Covenant. The STATE shall record this instrument in the County Clerk's Office and shall provide the CONTRACTOR with proof of such recording.

16. The CONTRACTOR shall not sell, lease or otherwise convey the SUBJECT PROPERTY, in whole or in part, unless it shall have first received the written approval of the STATE.

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

City of Binghamton

Signed _____

By _____

Title _____

The People of the State of New York through the Commissioner of Parks, Recreation and Historic Preservation

By: _____

Roger Daniel Mackay

Its: Deputy Commissioner for Historic Preservation

Whenever the CONTRACTOR does not have clear title to the property, all persons having or claiming interest in the property, including but not limited to joint owners and mortgagees, must execute this agreement. Additional pages may be affixed as necessary, including additional acknowledgement blocks.

Signed _____

By _____

Title _____

Signed _____

By _____

Title _____

City of Binghamton

STATE OF NEW YORK)

) SS.:

County of _____)

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

Notary Public, State of New York

The People of the State of New York through the Commissioner of Parks, Recreation and Historic Preservation

STATE OF NEW YORK)

) SS.:

County of Rensselaer)

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared **Roger Daniel Mackay**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Additional Interested Party

STATE OF NEW YORK)

) SS.:

County of _____)

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

Notary Public, State of New York

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Exhibit A

Ross Park Boundary Map
EPF Project #228772 Ross Park Trail

