

SCHENECTADY CITY COUNCIL COMMITTEE AGENDA

for
Monday, March 2, 2026
5:30 p.m.
Room 110

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

Presentation

- | | | |
|---|---|---------------|
| 1 | Appearance Ticket | Doreen Ditoro |
| 2 | Proper Designation of Schenectady Poet Laureate | Carl Williams |

Government Operations

- | | | |
|---|--|----------------|
| 1 | Review - Chapter 183 of the Schenectady City Code Entitled "Nuisances"
(PH was on 02-23-2026) | Justin Chaires |
|---|--|----------------|

Finance

- | | | |
|---|---|----------------|
| 1 | Updates - ARPA and CDBG | Derek Gugumuck |
| 2 | Rose Garden Restoration Committee - Potential Reimbursement of Expenses | Derek Gugumuck |
| 3 | Bond Ordinance for 2026 Capital Improvements | Derek Gugumuck |

Health & Recreation

- | | | |
|---|--|---------------|
| 1 | Selection Process of the City Housing Stability Task Force | Carl Williams |
|---|--|---------------|

City Development & Planning

- | | | |
|---|--|--------------------|
| 1 | Enter into Easement Agreement with Maxon Alco Properties, LLC for the Mohawk River Overlook Located at Mohawk Harbor | Chris Wallin |
| 2 | Reminder – Neighborhood Revitalization Strategy Area (NRSA) (PH will be on 03-09-26) | Carl Williams |
| 3 | CR - Irish American Heritage Month 2026 | Gary McCarthy |
| 4 | Appointment to of Ky'Asia Blanchard to Civilian Police Review Board (CPRB) | Carl Williams |
| 5 | Discussion - General Fund FY2026 Revenue Lines | Carl Williams |
| 6 | Discussion - City Code Chapter 161-21 Public Collection and Disposal of Solid Waste, Next Steps | Carl Williams |
| 7 | Discussion - Bulk Trash Sticker Program | Carl Williams |
| 8 | Requests to Stay Ejections and Sell Properties Back in Foreclosure | Maxine Barasch |
| 9 | Sale of Willowcreek Avenue Vacant Lot (60.40-2-20) | Maurice Brown, III |



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT:

DATE: February 24, 2026

TO: COUNCILMEMBERS

FROM: Doreen Ditoro

SUBJECT: Appearance Ticket

Background Information:

I have been working with the SPD for several years to develop an appearance ticket, for officers to use which would clearly signify efficiency in reducing time writing tickets and also reduce administrative work.

Evaluation/Analysis:

The appearance ticket will now encompass both Penal Law and City Code Violations. The ticket has been approved by Corporation Counsel and the City Courts. The language is clear and legally sound. With the implementation and efficiency of this appearance ticket, it will allow officers additional time for officers on patrol. The ticket is now being used by SPD

Recommendation: Chief Wipple and or Lt. Scott Bobrowich will give a presentation and explanation of the new ticket

LEGISLATION WILL BE PREPARED BY _____



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Proper designation of Schenectady Poet Laureate

Background Information:

Evaluation/Analysis:

Recommendation:

It is recommended that the Council pass a resolution formally appointing Adonis Richards as the Schenectady Poet Laureate for grant submission purposes.

LEGISLATION WILL BE PREPARED BY: N/A



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Government Operations

Committee Date:

Monday, March 2, 2026

From: Justin Chaires

Subject Review - Amending Chapter 183 of the Schenectady City Code to Reflect the Updates in the New York State Penal Law (PH was on 02-23-26)

Background Info:

Public hearing was held on February 23, 2026.

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date:

Monday, March 2, 2026

From: Derek Gugumuck

Subject: Updates - ARPA and CDBG

Background Info:

Evaluation/Analysis

Recommendation

**CITY OF SCHENECTADY
LEGISLATIVE REQUEST FORM**

COMMITTEE ASSIGNMENT: HEALTH & RECREATION

TO: CITY COUNCIL

FROM: DEREK GUGUMUCK

DATE: FEBRUARY 23, 2026

**SUBJECT: ROSE GARDEN RESTORATION COMMITTEE – POTENTIAL
REIMBURSEMENT OF EXPENSES**

TO BE PLACED ON COUNCIL COMMITTEE AGENDA OF MARCH 02, 2026

Background Information:

In December 2025, the City was contacted by the Rose Garden Restoration Committee requesting, up to the amount of 2025 revenue generated by the Rose Garden, that the City reimburse it for a portion of expenses incurred to maintain the Garden. Last year, the City reimbursed the Committee \$4,985 an amount equal to the revenue received by the City in 2025.

Evaluation/Analysis:

In 2025 \$4,985 has been received by the City as a result of events held at the Rose Garden.(Rose Garden \$2,585 & Photo's \$2,400) The Rose Garden Restoration Committee has submitted to the City proof of certain expenses that were incurred and paid by the Committee's to maintain the garden during 2025 The total of those expenses is \$5,405.31.

Recommendation:

I respectfully recommend that the City Council consider the Rose Garden Restoration Committee's request for reimbursement for work performed in the Garden for an amount not to exceed \$4,985.

LEGISLATION WILL BE PREPARED BY _____ Law Department _____

**CITY OF SCHENECTADY
LEGISLATIVE REQUEST FORM**

COMMITTEE ASSIGNMENT: Finance

DATE: February 26, 2026

TO: City Council

FROM: Commissioner of Finance – Derek Gugumuck

SUBJECT: Bond Ordinance for 2026 Capital Improvements

TO BE PLACED ON COUNCIL AGENDA OF: March 2, 2026

Background Information:

- Acquisition of machinery and apparatus for construction and maintenance for use by Parks/Property Management, Waste Collection Department, Utilities & IT and Streets/Mechanical Department
- Acquisition of machinery and apparatus for construction and maintenance for use by Utilities Department, IT Department and Engineer Department
- Acquisition of replacement vehicles with a seating capacity of less than ten persons for use by the Police Department
- Acquisition of equipment for use by the Police Department
- Repairs and improvements of buildings for use by the Fire Department
- Acquisition of a vehicle and apparatus, including, but not limited to, a Rescue 1 truck and related equipment, for use by the Fire Department
- Design construction, reconstruction, widening or resurfacing of City streets
- Construction and reconstruction of improvements to the City water distribution system
- Acquisition of machinery and apparatus for construction and maintenance for use in connection with the City water system
- Construction and reconstruction of improvements to the sewer system

Evaluation/Analysis:

Section 1. There is hereby authorized to be issued serial bonds of the City, in the State of New York (the “State”), in the aggregate principal amount of \$7,452,275 pursuant to the Local Finance Law, in order to finance the classes of objects or purposes, or specific objects or purposes, described in Section 2.

Section 2. The classes of objects or purposes, or specific objects or purposes (collectively, the “Purpose”), to be financed pursuant to this Bond Ordinance, the estimated maximum cost of each object or purpose, the principal amount of serial bonds authorized herein for each object or purpose and the period of probable usefulness of each object or purpose pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance Law, are as follows:

Recommendation:

It is respectfully recommended that the City Council approve and authorize the financing of the Purpose as defined in Section 2 hereof by the issuance of bonds and notes in an aggregate amount not to exceed \$7,452,275.

LEGISLATION WILL BE PREPARED BY: LAW DEPARTMENT



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: Government Operations

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Selection Process of the City Housing Stability Task Force

Background Information:

Resolution # 2025-138 established a City Housing Stability Task Force to consider strategies to improve housing stability in the City of Schenectady and alternatives to opting into the Good Cause Eviction Law.

Evaluation/Analysis:

The Housing Stability Task Force has since only met once on October 3, 2025.

Recommendation:

It is recommended that the Council appoint a new Chair and transition Councilwoman Patrick to the role of Co-Chair to ensure the continued progress of the task force's work, accompanied by a renewed 120-day timeline to advance its objectives.

LEGISLATION WILL BE PREPARED BY: N/A

Legislative Request Form

DEPARTMENT OF ENGINEERING
CHRISTOPHER WALLIN, P.E., CITY ENGINEER

COMMITTEE ASSIGNMENT:

DATE: March 9, 2026

TO: City Council

FROM: Christopher R. Wallin, P.E., City Engineer

SUBJECT: Enter into Easement Agreement with Maxon Alco Properties LLC for the Mohawk River Overlook located at Mohawk Harbor

TO BE PLACED ON COUNCIL AGENDA OF: March 2, 2026

Background Information:

The City of Schenectady received funding through the New York State Consolidated Funding Application process for the construction of an overlook at Mohawk Harbor. This overlook was to be located at the top of the banks of the Mohawk River, adjacent to the existing public bike path and serve as a point of reflection directly on the river within Mohawk Harbor. The project is entirely located within the Mohawk Harbor development which is owned by Maxon Alco Properties LLC. The property is listed as a Brownfield by NYSDEC in as such is subject to environmental easements.

Evaluation/Analysis:

The overlook was completed in the fall of 2025. As per the agreement general maintenance will be provided by Maxon Alco, with the City responsible for any major repairs or replacements. The agreement has been reviewed and approved by all applicable parties attorneys and the New York State Department of State.

Recommendation:

Authorize the Mayor to enter into an agreement with Maxon Alco Properties LLC for an easement for the Mohawk River Overlook.

LEGISLATION WILL BE PREPARED BY: Engineering
CRW: cd

RE: C1001180 Mohawk River Overlook

From Robinson, Dale (DOS) <Dale.Robinson@dos.ny.gov>

Date Thu 2/26/2026 10:59 AM

To Christopher R. Wallin <CWallin@schenectadyny.gov>

Cc Anthony R. Ferrari <AFerrari@schenectadyny.gov>; Ronnie Gardner <RGardner@schenectadyny.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris,
DOS legal has reviewed and approved the easement. When available please send along the Council ratification and then the filing once provided by County. DOS will need the easement fully filed with County prior to cutting the reimbursement payments.

Thanks,
Dale

From: Christopher R. Wallin <CWallin@schenectadyny.gov>

Sent: Wednesday, February 25, 2026 3:19 PM

To: Robinson, Dale (DOS) <Dale.Robinson@dos.ny.gov>

Cc: aferrari@schenectadyny.gov; Ronnie Gardner <RGardner@schenectadyny.gov>

Subject: C1001180 Mohawk River Overlook

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Dale,

I wanted to follow up with you on the City's project and introduce you to Anthony Ferrari who is helping me close this grant out. To update you Ron G. Is working with Carver on the paperwork required for the waiver. In addition he is entering the information in the NYSCS system. I have the project sign being fabricated and it is slated to be installed next week. I will send you a picture of the sign once it is up. The easement has been approved by Law and is going to Council for ratification. I have attached the non-executed agreement for your review. Once all of the above items are taken care of I will submit the final payment request and the online submission form.

I was told that we have to have all of this to you by March 13th. If I am missing anything please let us know. Thanks.

Chris

This email may not be deemed to create any agreement binding upon the City of Schenectady without action of the City Council, the Mayor, and/or the Corporation Counsel, as required by law. **CONFIDENTIALITY NOTICE:** The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may contain information that is privileged and confidential. If the

reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this communication in error, please notify sender immediately by e-mail, and delete the original message.

DECLARATION OF EASEMENT AGREEMENT

This property is subject to “Environmental Easements” (as hereinafter defined) granted to the New York State Department of Environmental Conservation pursuant to Title 36 of the Environmental Conservation Law.

THIS DECLARATION OF EASEMENT AGREEMENT (“Agreement”) is made as of May 1, 2025 (“Effective Date”), by and between the following parties:

Maxon Alco Properties LLC, (“Maxon Alco” or “Grantor”), a New York limited liability company with its principal place of business at 220 Harborside Drive (Suite 300), Schenectady, New York 12305; and

City of Schenectady, (“City”), a municipal corporation of the State of New York, with its principal place of business at Jay Street, Schenectady, New York, 12305.

RECITALS:

WHEREAS, Maxon Alco is the fee simple owner of certain real property located in the City of Schenectady, Schenectady County, New York consisting of certain improvements known as Tax Parcel #39.41-1-6.12 and with a street address as 121 Harborside Drive, Schenectady, New York, consisting of approximately 2.42 acres as more particularly described on Exhibit A attached hereto, together with all improvements situated thereon (“MA Property”); and

WHEREAS, previously on November 1, 2018, Maxon Alco Holdings, LLC (along with other grantor entities) and the County of Schenectady entered into a Declaration of Bike Path/Hiking Easement Agreement (the “County Easement”) for a hiking and biking trail to be used by the public along the Mohawk River and across the complex known as Mohawk Harbor as detailed in such County Easement with the County Easement being recorded in the County Clerk’s Office on February 1, 2019 in Book 2004 of Deeds at Page 800 (the County Easement was thereafter amended pursuant to a First Amendment to the Declaration of Bike Path/Hiking Easement Agreement dated January 8, 2024 and recorded in the County Clerk’s Office on March 6, 2024 in Book 2126 of Deeds at Page 631); and

WHEREAS, City desires the permanent, non-exclusive use of a portion of the MA Property to be used for the public purpose of establishing an overlook plaza (hereinafter called “Plaza”) for use by the general public, with said portion of MA property being described and shown on **Exhibit B**, attached hereto (the “Easement Area”); and

WHEREAS, Maxon Alco is willing to provide City with temporary access to the MA Property in accordance with a license pursuant to which City shall be allowed, subject to the

reasonable control and direction of Maxon Alco so as not to interfere with the development of the MA Property, to access the MA Property for the purpose of constructing the Plaza; and

WHEREAS, subsequent to the completion of the Plaza, Maxon Alco is willing to grant a permanent, non-exclusive easement to City to allow the general public to use the Easement Area, upon certain terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

GRANT AND AGREEMENTS:

- 1. Grant of License.** For Ten and 00//100 Dollars (\$10.00) and conditioned on City not unreasonably interfering with any of Maxon Alco's activities (including but not limited to development and/or construction) on the MA Property, Maxon Alco hereby grants to City a temporary, non-exclusive license to enter upon the MA Property for ingress and egress to install and construct the Plaza on the Easement Area (the "License"). The License created hereby shall commence on the Effective Date hereof and until (i) City notifies the City that the Plaza is completed; or (ii) this Agreement is terminated pursuant to the terms and conditions set forth herein. City, as a material part of the consideration to be rendered to Maxon Alco, shall, and hereby does, indemnify, defend and hold Maxon Alco harmless against and from: (i) any and all claims arising or resulting from City's negligent acts or omissions in exercising the rights set forth herein; and (ii) any and all costs, expenses and liabilities incurred, including reasonable attorneys' fees, in or in conjunction with any such claim or action or proceeding brought thereon or in any way connected with Licensee's negligent use of the MA Property. Nothing contained herein shall be deemed to limit Maxon Alco's access to or use of the Property for its own purposes.
- 2. Grant of Easement.** For Ten and 00/100 Dollars (\$10.00), and in consideration of the other mutual agreements, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maxon Alco hereby grants unto City, in accordance with the terms and conditions contained herein, a permanent, non-exclusive easement as shown on Exhibit B together in common with others ("Easement") for the benefit and use of all the public, to use the Easement Area for public gathering, scenic viewing and events (collectively, the "Uses").
- 3. Term and Duration of Easement.** The term of the Easement shall be perpetual and commence on the determination by Maxon Alco, made using its reasonable discretion, that construction of the Plaza is complete and that the Plaza is ready to sustain the Uses in a safe manner which does not unreasonably interfere with development of the MA Property.
- 4. Construction of the Plaza.** City agrees to construct the Plaza upon the Easement Area in

the locations and in accordance with the general specifications detailed on Exhibit B. City shall be responsible for all costs and expenses for the construction of the Plaza.

5. **Maintenance of the Plaza.** Following construction of the Plaza and the commencement of the Uses, Maxon Alco shall be responsible for general cleaning and maintenance, and the City shall be responsible for any required repair or replacement of the Plaza pavement/surface or other components of the Plaza.
6. **Indemnity.** City shall defend, indemnify and hold Maxon Alco, its successors, assigns, tenants, subtenants, and any other party benefitting from the terms of this Agreement, and the mortgagees of any of the foregoing (the “Indemnitees”) harmless from and against any and all suits, actions, losses, liabilities, claims, demands, damages, costs and expenses of any kind whatsoever (including, but not limited to reasonable attorneys’ fees), arising from, as a result of, or in any way related to access or use of the Easement Area by any party other than Maxon Alco. This indemnification obligation only includes third party claims made against the Indemnitees.
7. **Insurance.** City shall, at all times, maintain comprehensive general public liability insurance for the benefit of the Indemnitees, insuring against the losses and liabilities encompassed by the indemnity obligation in the immediately preceding paragraph 7 in amounts of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. City shall provide to Maxon Alco upon execution of this Agreement, and thereafter to any Indemnitee, upon request, evidence of such insurance, in form and substance satisfactory to such Indemnitee, in its reasonable discretion, naming Indemnitees as additional insureds under such policy of insurance.
8. **Remedies.** In the event of any default by either party hereunder, the other party shall have the right to exercise any rights and remedies provided at law or in equity, and specifically the right to seek specific performance of the obligations contained herein.
9. **Instruments of Record.** Any rights and benefits granted pursuant to this Agreement are made and granted expressly subject to any and all enforceable covenants, conditions, restrictions and easements of record.
10. **No Implied Easements.** Maxon Alco grants no easements, licenses or other rights hereby except those expressly set forth herein, and no other easements, licenses or other rights over the MA Property shall be implied.
11. **Binding Effect; Running with the Land.** The conditions, restrictions and easements contained in this Agreement are covenants running with the land; they are made by the parties hereto for the benefit of itself, its successors and assigns in title to all or part of the MA Property, each tenant now or hereafter leasing any part of the MA Property, and each lender making a loan secured by a mortgage on all or any part of the MA Property. This

Agreement and the rights granted and created hereby, including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances and documents affecting all or any part of the MA Property after the recording of this Agreement. Any person or entity foreclosing any such mortgage, deed of trust, lien or encumbrance and any persons or entities acquiring title to, or an interest in, any part of the MA Property as a result thereof shall acquire and hold title expressly subject to the provisions of this Agreement.

12. **Assignment by City.** City shall not assign or transfer any of its rights or obligations contained in this Agreement, without obtaining the written consent of the Indemnitees, which such consent shall be in the sole discretion of the Indemnitees.
13. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to or of any breach by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
14. **Further Assurances.** Each party agrees to execute and deliver to the other such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.
15. **Authorizations.** The individual signing this Agreement for Maxon Alco warrants that such execution has been duly authorized by Maxon Alco for which he or she is signing. The execution and performance of this Agreement by the individual signing this Agreement for Maxon Alco has been duly authorized by all necessary corporate action, and this Agreement constitutes the valid and binding obligation of Maxon Alco, enforceable against Maxon Alco in accordance with its terms.
16. **Municipal Approvals.** This Agreement shall be conditioned upon and is subject to acceptance by the Schenectady City Council by resolution, authorizing the Mayor to sign this Agreement on behalf of the City of Schenectady.
17. **Legal Construction.**
 - A. If one or more of the provisions of this Agreement are invalid, illegal or unenforceable in any respect, to the extent the invalidity or unenforceability does not destroy the basis of the bargain among the parties, it will not affect any other provision and this Agreement will be construed as if such invalid, illegal or

unenforceable provision were omitted.

- B. All references in this Agreement to the masculine, feminine or neuter genders shall, where appropriate, be deemed to be singular, and vice versa. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof. This Agreement is not to be construed more or less favorably between the parties by reason of authorship or origin of language.
 - C. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 18. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- 19. Jurisdiction; Venue; Waiver of Jury Trial and Removal.** Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of any state or federal court located in the State of New York, in Schenectady County (hereinafter "Permitted Courts") for any actions, suits or proceedings arising out of or relating to this Agreement; and (b) waives any objection to the laying of venue of any such litigation in the Permitted Courts and agrees not to plead or claim in any Permitted Court that such litigation brought therein has been brought in any inconvenient forum and (c) acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising or relating to this Agreement or the transactions contemplated hereby. Any party who removes or attempts to remove any action to a court other than a Permitted Court shall pay the other its reasonable attorney's fees and costs incurred in obtaining a remand of the action to a Permitted Court.
- 20. Notices.** For purposes of giving any notices to the parties, the addresses of each party are shown in the heading of this Agreement. Any notices required or permitted to be given under this Agreement by any party to another shall be in writing; may be effected by personal delivery, or by certified mail, postage prepaid with return receipt requested, or by nationally recognized overnight courier, and shall be deemed received when (i) personally delivered, (ii) three (3) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, or (iii) the next business day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed; provided that notices given pursuant to statute shall be given as required by statute and shall be deemed given as provided by statute. A party may change its address for purposes of giving notices hereunder by giving notice under this paragraph 18; provided that any such notice of a change of address of any party shall not be effective until actually received.

21. **Grantors' Property Subject to Environmental Easements.** Grantor has advised the City that the MA Property is subject to an (i) Environmental Easement dated October 14, 2016 and recorded in the Schenectady County Clerk's Office on October 28, 2016 in the Book of Deeds 1948, Page 892 (the "Parcel A Environmental Easement"); and (ii) Environmental Easement dated October 26, 2016 and recorded in the Schenectady County Clerk's Office on October 28, 2016 in the Book of Deeds 1948, Page 875 (the "Parcel B Environmental Easement") (collectively, the Parcel A and Parcel B Environmental Easements are hereinafter referred to as the "Environmental Easements"). The terms and conditions of the Environmental Easements are fully incorporated into this Agreement. The City acknowledges receipt of the New York State Department of Environmental Conservation approved Site Management Plans for both the Parcel A Environmental Easement and the Parcel B Environmental Easement.
22. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

- SIGNATURE PAGE FOLLOWS -

MAXON ALCO:

Maxon Alco Holdings, LLC

By: _____

David M. Buicko
Authorized Representative

City:

City of Schenectady

By: _____

Gary McCarthy
Mayor

State of New York

ss.:

County of Schenectady

On the ___ day of _____ in the year 2026 before me, the undersigned, personally appeared **David M. Buicko**, 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York

ss.:

County of Schenectady

On the ___ day of _____ in the year 2026 before me, the undersigned, personally appeared **Gary McCarthy**, 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), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Exhibit A
Map of MA Property

Exhibit B

Description/Drawing of the Plaza



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: City Development & Planning

Committee Date:

Monday, March 2, 2026

From: Carl Williams

Subject Reminder - Neighborhood Revitalization Strategy Area (NRSA)(PH will be on 03-09-2026)

Background Info:

Public hearing will be on March 9, 2026.

Evaluation/Analysis

Recommendation



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT:

DATE: February 26, 2026

TO: COUNCILMEMBERS

FROM: Mayor Gary McCarthy

**SUBJECT: A Resolution Recognizing March 2026 as Irish American Heritage
Month**

Background Information: See attached page for proposed text

Evaluation/Analysis:

Recommendation:

LEGISLATION WILL BE PREPARED BY: Mayor's Office

A Resolution Recognizing March 2026 as Irish American Heritage Month

WHEREAS, since 1991, the United States Congress and the President of the United States have designated March as Irish American Heritage Month in tribute to the generations of Irish Americans who have made invaluable contributions to our nation's history, culture, and development; and

WHEREAS, Irish immigrants have played a crucial role in shaping the history and growth of the City of Schenectady and the United States, overcoming adversity and discrimination to contribute significantly to the fields of public service, business, labor, education, science, the arts, and more; and

WHEREAS, March is a time to celebrate the achievements, heritage, and enduring spirit of Irish Americans, coinciding with St. Patrick's Day on March 17, a day widely celebrated in honor of Irish culture and Ireland's patron saint; and

WHEREAS, locally, the Ancient Order of Hibernians (AOH) and the Ladies' Ancient Order of Hibernians (LAOH) contribute their time, talents, and resources to numerous charitable efforts, community organizations, and civic initiatives that enhance the quality of life in Schenectady; and

WHEREAS, the AOH John F. Kennedy Division #1 was founded in 1880, followed by the establishment of the LAOH in 1901, and this year the LAOH proudly celebrates its 125th anniversary of service to our community;

NOW, THEREFORE, BE IT RESOLVED, that the Schenectady City Council, in collaboration with Mayor Gary McCarthy, hereby recognizes and proclaims March 2026 as Irish American Heritage Month in the City of Schenectady; and

BE IT FURTHER RESOLVED, that the City of Schenectady encourages all residents to celebrate and acknowledge the contributions and enduring legacy of Irish Americans in our community and across the nation.



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Appointment of Ky'Asia Blanchard to Civilian Police Review Board
(CPRB)

Background Information:

The purpose of the Civilian Police Review Board is to strengthen communication between the Police Department and the community, enhance police accountability and public trust, and establish a complaint review process that is impartial, transparent, and informed by actual law enforcement practices.

Evaluation/Analysis:

The City Council appointment has remained vacant for an extended period, impacting the CPRBs ability to consistently meet quorum requirements.

Recommendation:

Ky'Asia Blanchard is recommended for appointment in recognition of her demonstrated advocacy, active community engagement, and academic background.

LEGISLATION WILL BE PREPARED BY: N/A



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Discussion - General Fund FY26 Revenue Lines

Background Information:

FY26 budget discussions included extended dialogue identifying (3) revenue lines would be tied to new and/or amended contracts, with direct implications for projected revenues.

NEW - Speed Sign Camera Schools
A2610B - Fines - Parking
A2610N - Bus Patrol Safety Fines

Evaluation/Analysis:

Recommendation:

Request recurring updates (every 2 weeks) to ensure the timely conclusion of these matters or the identification of alternative strategies to mitigate budgetary impacts ahead of FY27 discussions.

LEGISLATION WILL BE PREPARED BY: N/A



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Discussion – City Code Chapter 161-21 Public Collection and Disposal of Solid Waste, Next Steps

Background Information:

The Schenectady City Council previously reviewed Chapter 161 of the Schenectady City Code to update certain provisions so they reflect modern methods of waste collection within the City and to establish fee schedules that account for the rising costs associated with citywide waste collection services.

Evaluation/Analysis:

Per City Code Chapter 161-21(A): “The Department shall collect and dispose of all residential solid waste originating within the City”; however, waste has been presented for pickup in varying and often noncompliant conditions, posing increased challenges to collection efforts and adherence to current legislation.

Recommendation:

Evaluate the underlying root causes and operational concerns to identify appropriate solutions beyond simply increasing fees — specifically addressing “jackpots,” strengthening enforcement mechanisms, and establishing clearly defined expectations for residents.

LEGISLATION WILL BE PREPARED BY: N/A



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning

DATE: March 2, 2026

TO: COUNCILMEMBERS

FROM: Councilmember Carl Williams

SUBJECT: Discussion - Bulk Trash Sticker Program

Background Information:

The Bulk Waste Fee was implemented in April 2025, followed by a period of soft enforcement through May 2025. It was subsequently suspended in December 2025 in response to widespread citywide dissatisfaction with its implementation.

Evaluation/Analysis:

The initiative's rollout was insufficiently coordinated, including delays in distributing stickers and adequately notifying residents of the new program. Complaints have since increased regarding logistical challenges in purchasing stickers, as well as a lack of consistent enforcement to deter illegal dumping. Notably, the projected revenue in the Mayor's proposed 2026 budget is only \$25,000.

Recommendation:

Revisit the legislation establishing the Bulk Waste Fee to evaluate its overall effectiveness and its impact on reducing excessive bulk waste concerns within the community.

LEGISLATION WILL BE PREPARED BY: N/A



**CITY COUNCIL
SCHENECTADY, NEW YORK**

Ordinance No. 2025-18

Councilmember Mr.Mootooveren

Offered the Following:

An Ordinance to amend Chapter 161, Article V, Section 21 of the Code of Ordinances to Temporarily Suspend Payment for Excess Residential Waste and Bulky Items.

The Council of the City of Schenectady in regular meeting convened, ordains as follows:

Section 1. Purpose: To suspend the excess residential solid waste sticker fees for sixty (60) in order to review its effectiveness.

Section 2. Section 161-21 of the Schenectady City Code is amended as follows:

Article V. Fee-Based System for Collection of Solid Waste and Recyclables

Section 161-21. Public collection and disposal of solid waste

A. The Department shall collect and dispose of all residential solid waste (including institutional, mixed residential and multiple residential users electing to receive and which qualify for City solid waste collection service) originating in the City, and, as further limited by this article, all solid waste from such commercial uses as may elect and qualify to receive City solid waste collection services. Such solid waste shall be stored and prepared for collection by property owners and occupants in accordance with the provisions of this article. The depositing for City collection of solid waste not originating in the City is prohibited, except as authorized by Articles III and IV of this chapter. Persons depositing solid waste in the City in violation of this section shall be subject to prosecution and the penalties set forth in § 161-26A and D of this section.

B. At the discretion of the Commissioner of General Services, the Department may collect and dispose of commercial, institutional, multiple residence and mixed residential use solid waste originating in the City if the Commissioner determines that collection from such users can be accomplished using existing staff and equipment and without compromising the services provided by the City to residential uses. The Department shall not collect industrial, infectious or hazardous waste.

(1) All residential solid waste shall be placed in plastic refuse bags tied at the top for collection whether placed in containers or placed separately at the curb. Containers shall be no less than 10 gallons and no more than 45 gallons in size.

(2) (Reserved)

C. The Commissioner may promulgate regulations covering the items of collection of solid waste and the fees charged therefor, and such other matters pertaining to the public collection and disposal of solid waste as he/she may deem necessary, provided that such regulations are not contrary to the provisions hereof. At least 45 days before the implementation of fees, the Commissioner shall provide the City Council with the solid

waste collection fee schedule for the Council's review and approval. The initial solid waste fee schedule[1] is attached hereto.

[1] Editor's Note: The Fee Schedule is included as an attachment to this chapter.

D. Excess residential solid waste or bulky items:

(1) Excess solid waste or bulky items collected at each property shall be subject to the following fees: white goods, including, but not limited to stoves, dishwashers, dryers, and washers shall be collected by affixing a solid waste sticker(s) to the item(s) and collected per the schedule and fees set by the Commissioner of General Services.

(2)

(a) Household items, including but not limited to: furniture, couches, chairs, tables, carpets, bookcases, mattresses, beds, outdoor furniture shall be collected by affixing a solid waste(s) to the item(s) and collected per the regular collection schedule set by the Department of General Services and the following fee schedule:

[1] Mattresses, beds, couches: \$15 per item.

[2] Tables, chairs, outdoor furniture, miscellaneous furniture: \$10 per item.

[3] Carpet rolls (three feet in length): \$5 per roll.

[4] Window air conditioner: \$15.

[5] Grill: \$10.

(b) Such other listed items of excess residential solid waste per the published fee schedule set by the Commissioner of General Services.

(c) Section 161-21D(1) and (2) fee schedules are suspended from sixty (60) days from the effective date of this Ordinance Amendment during that time, the collection of excess residential solid waste and bulky items will be governed by the remaining sections of this Chapter, and elsewhere in the City Code. This subsection shall expire 60 days after its effective date unless repealed or extended.

(3)

(a) Property owners or occupants may purchase excess residential solid waste stickers to affix to individual items of excess residential solid waste or bulky items in denominations of \$5 per sticker. Stickers will be available for purchase at the Bureau of Receipts at City Hall and such other locations outside of City Hall as designated by the Mayor.

(b) Each property owner will be issued three excess residential solid waste stickers each calendar year and the stickers will be mailed to the occupant of each residential collection point.

E. All residential users (excepting institutional residential users which do not elect to receive City waste collection services) will be provided with waste collection services by the City and shall pay for such services at the rates herein prescribed.


F. Commercial, institutional, multiple residential and mixed residential users, excepting those which elect to receive and are approved to receive City solid waste collection services, must provide for the lawful

collection and disposal of solid waste and recyclables and must establish to the satisfaction of the Commissioner that a licensed commercial solid waste and/or recyclable collector is providing collection and disposal services for the user and that solid waste collection is being made at a frequency determined by the Commissioner to be consistent with public health requirements. Failure to provide for adequate collection and disposal services or to provide satisfactory proof to the Commissioner shall constitute a violation and shall be subject to the penalties provided by Chapter 1, Article I, § 1-14.1.

G. The Commissioner is authorized, after a time/volume study has been conducted of a mixed-residential, multiple residential, commercial and/or institutional use parcel, to enter into service agreements with such entities for the collection of solid waste and to assess a fee for collection services for that parcel based upon the amount of solid waste generated, consistent with the user fees prescribed by this chapter and adopted annually by resolution of the City Council.

Section 3: This Ordinance shall take effect immediately

Approved as form this
22nd day of December 2025



Maxine L. Barasch, Esq.
Corporation Counsel

New language is underlined.

RESOLUTION adopted unanimously
DEC 22 2025 by Council Members
Approved by Mayor _____
Vetoed by Mayor _____

NO ACTION TAKEN BY MAYOR
Takes Effect 10 Days After Passage
by City Council on JAN 03 2026



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: City Development & Planning

Committee Date:

Monday, March 2, 2026

From: Maxine Barasch

Subject Requests to Stay Evictions and Sell Properties Back in Foreclosure

Background Info:

Evaluation/Analysis

Recommendation

**STATE OF NEW YORK
SUPREME COURT COUNTY OF SCHENECTADY**

**IN THE MATTER OF THE FORECLOSURE OF 2022
AND OLDER TAX LIENS BY PROCEEDING IN REM
PURSUANT TO ARTICLE 11 OF THE REAL
PROPERTY TAX LAW BY THE
CITY OF SCHENECTADY**

ORDER WITH STAY

Index No. 2024-1194

On February 20, 2026, Kaylynne Torres and Lizvette Torres filed an application for extension of time to vacate their home pursuant to court order. The application does not give an address for the applicants or include a copy of the order. The office of the Corporation Counsel has opposed the application, and postulates that the applicants are tenants in a building to which the City has taken title in this tax lien foreclosure action.

The Court has also received inquiries through the office of the Chief Clerk from two other individuals and has been contacted by an attorney for a third individual, all concerning extension of their time to vacate. The individuals contacting the Clerk's office have supplied copies of eviction notices from the Schenectady County Sheriff, issued pursuant to this Court's Order of September 8, 2025, requiring them to vacate their homes within fourteen days or face removal by the Sheriff's Department. One of the individuals indicates that he has procured another apartment but cannot move in until March 1, while his time to vacate under the Sheriff's notice expires on February 25.

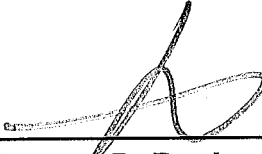
In contrast to post-mortgage foreclosure evictions, which require 90 days' notice to tenants (RPAPL §1305), the statute for tax foreclosures simply provides that a foreclosing entity "shall be entitled to a writ of assistance" (RPTL §1162). Thus while the City is acting in conformity with the Court's Order, a practical consideration presents itself. Because service of the 14-day Notice of Eviction appears to have occurred on multiple different days, the deadline for vacating becomes a rolling deadline. In order to avoid the expenditure of time and resources associated with multiple applications for

extensions of time or multiple removals of personal property by the Sheriff's Department, it is hereby

ORDERED, that the removal of all persons served with a Notice of Eviction and supporting papers by the Schenectady County Sheriff pursuant to this Court's Order of September 8, 2025, is hereby stayed until **Saturday, April 4, 2026.**

Dated: *Feb. 24, 2026*

ENTER.



Thomas D. Buchanan
Supreme Court Justice



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

**COMMITTEE ASSIGNMENT: City Development & Planning DATE: 02/17/26
03/02/26**

TO: COUNCIL MEMBERS

FROM: Development

SUBJECT: Sale of Vacant lot, Willowcreek Avenue (60.40-2-20)

Background Information:

Evaluation/Analysis:

Recommendation:

LEGISLATION WILL BE PREPARED BY Development