

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RENSSELAER**

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THE COUNCIL OF THE CITY OF TROY,  
NEW YORK and CITY OF TROY,  
NEW YORK AUDITOR

Petitioners,

For a Judgment Under Article 78 of the  
Civil Practice Law and Rules,

**VERIFIED ANSWER TO  
AMENDED PETITION**

-against-

EF2026-282983  
Hon. Noel Mendez, ASCJ

MAYOR CARMELLA MANTELLO in her official  
capacity as Mayor of the City of Troy, New York, and  
FLOCK GROUP INC d/b/a as FLOCK SAFETY,

Respondents.

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The respondent, **MAYOR CARMELLA MANTELLO**, as and for her Verified Answer to the Amended Petition of the petitioners, deposes and says:<sup>1</sup>

1. As to the paragraph of the Amended Petition marked and numbered as 1, denies that the City Council “rejected” anything by “tabling” then pending Resolution # 35. Denies any alleged “abuse of power” and any implied abuse of discretion. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations concerning why this challenge has been brought by the City Council and City Auditor since no affidavits have been submitted by any Council member or the Auditor in this proceeding. Admits that the City Council voted to table

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<sup>1</sup> The Amended Petition is virtually identical to the original Petition except for some inadvertently dropped words, a new sentence in former Paragraph 21 now numbered 22, and the addition of a new Paragraph 20 with the following paragraphs renumbered. Respondent continues to rely upon all of the opposition papers previously filed in this proceeding, Documents 17 – 30, as well as the papers filed by Respondent in opposition to the Amended Petition. Previously filed exhibits will not be refiled but will be further referenced by their NYSCEF Document numbers.

Resolution # 35, which is the same as setting it aside and taking no action - in other words, doing nothing.

2. As to the paragraph of the Amended Petition marked and numbered as 2, denies the allegations therein but affirmatively states that, as Mayor, I lawfully exercised my emergency powers on April 1, 2026, declaring a public emergency in order to ensure continuity of “the operation, proper functioning, and uninterrupted service of the City’s ALPR system from Flock Safety,” including making payment to Flock of the amount due under the contract which the City Council failed to act upon before it renewed by its express terms.<sup>2</sup> Also, my action was not unprecedented. Both I and my predecessor, former Mayor William Patrick Madden, have previously invoked mayoral emergency powers to facilitate the procurement and continuity of contractual services that we deemed essential to preserve the public safety and welfare of the City. *See infra at Paragraph 35.* Attached hereto as Exhibit “A” is a true copy of the Declaration of Emergency that I issued on April 1, 2026, and that is the subject of this case. *See* NYSCEF DOC. No. 21, PDF pages 2-3.
3. As to the paragraph of the Amended Petition marked and numbered as 3, admits that the City Council elected to table Resolution # 35. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the other allegations of paragraph 3 especially as to the “hopes” of the Council since no affidavits have been submitted by any Council member in this proceeding.
4. As to the paragraph of the Amended Petition marked and numbered as 4, admits the allegations therein except to clarify that the City Council sets its own agenda and that Resolution # 35 was placed on the agenda for Council consideration “at the request of the administration.”
5. As to the paragraph of the Amended Petition marked and numbered as 5, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein.

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<sup>2</sup> The contract that was in effect on March 19 had an expiration date of March 31, 2026. As Councilperson Struber pointed out in the public discussion on the Resolution, the same contract contained a clause providing that, “This agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.” *See* NYSCEF DOC. No. 4, PDF pages 10-11. No notice of non-renewal was ever given.

6. As to the paragraph of the Amended Petition marked and numbered as 6, admits the allegations therein except to deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations concerning the number and status of the persons who expressed concerns at the Council Finance Committee meeting held on March 19, 2026.
7. As to the paragraph of the Amended Petition marked and numbered as 7, admits the allegations therein and once again affirmatively states that tabling the Resolution meant that the Council was setting it aside and taking no action upon it.
8. As to the paragraph of the Amended Petition marked and numbered as 8, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein except to admit that the City Council President sent emails to members of the administration on March 26 and on March 30 requesting a 30 day delay of the Flock contract's expiration date but she does not appear to have sent her request to any Flock representative.
9. As to the paragraph of the Amended Petition marked and numbered as 9, admits the allegations therein but affirmatively states that, on March 31, when we met and agreed to form a task force, the Council President did not inform me that she was directing the City Auditor to disapprove the payment to Flock, even though the Flock contract was set to renew the next day. Instead, she blindsided me and I found out about it through the press.
10. As to the paragraph of the Amended Petition marked and numbered as 10, admits the allegations therein but states affirmatively that there have been continuing and extensive discussions and information disclosures, including a recent 60 day audit report, concerning the use of ALPR cameras in the context of considering proposed Local Law # 3 (*see* DeWolf Affidavit Exhibit "B", NYSCEF DOC. No. 19, PDF pages 2-6), and those discussions have included members of the City Council, members of my Administration, members of the Troy Police command staff and Detective Bureau, and Rensselaer County District Attorney Mary Pat Donnelly.

11. As to the paragraph of the Amended Petition marked and numbered as 11, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein but states affirmatively that I do not recall such a “request.”
12. As to the paragraph of the Amended Petition marked and numbered as 12, denies the allegations therein. The concerns and safety of the citizens of Troy are my primary consideration.
13. As to the paragraph of the Amended Petition marked and numbered as 13, denies the allegations therein except to admit and state affirmatively that Council President Sue Steele directed the City Auditor Jeff Nessich (whom she apparently controls) not to approve payment to Flock even though the Council had allowed the Flock contract to renew by its express terms. *See* Note 2 above.
14. As to the paragraph of the Amended Petition marked and numbered as 14, denies the allegations therein except to state affirmatively that, as Mayor, I lawfully exercised my emergency powers on April 1, 2026, declaring a public emergency in order to ensure continuity of “the operation, proper functioning, and uninterrupted service of the City’s ALPR system from Flock Safety,” including making payment to Flock of the amount due under the contract which the City Council failed to act upon before it renewed. *See* NYSCEF DOC. No. 21, PDF pages 2-3. I did not declare a “perpetual” state of emergency, neither was the Emergency Declaration a “sham.” In my judgment, the Council was behaving recklessly and placing public safety at risk by deliberately impeding payment of the Flock service contract that had already renewed and was a valid obligation of the City.<sup>3</sup>
15. As to the paragraph of the Amended Petition marked and numbered as 15, denies the allegations therein except to state affirmatively that, on April 3, 2026, I signed the requisition to authorize the payment of \$78,000 to Flock Safety (*see* DeWolf Affidavit Exhibit “A”, NYSCEF DOC. No. 18,

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<sup>3</sup> Petitioners have submitted an email (Petitioners’ Exhibit H, NYSCEF DOC. No. 11) from Corporation Counsel Morrissey dated March 23, 2026, responding to an inquiry from Council President Steele for an interpretation of the automatic renewal, wherein he opined, “In my experience, the automatic renewal clause is pretty standard fare in tech subscription contracts. It is not very enforceable against a municipality. Flock would prefer that we sign on again. The renewal purports to take effect April 1 in the absence of notice of non-renewal given 30 days prior.” Mr. Morrissey’s opinion was not definitive. In any event, I am entitled to err on the side of caution and to take the steps that I believe best protect public safety and avoid unnecessary legal entanglements.

PDF page 7) after the Council had refused to act on Resolution # 35 and had allowed the Flock contract to renew, and that the Auditor's approval was not required under the City's Procurement Policy. (See relevant pages of the City's Procurement Manual attached hereto as Exhibit "B", NYSCEF DOC. No. 22, PDF page 4). I did not "usurp" or "nullify" or otherwise contravene any validly exercised legislative power. When faced with Resolution # 35, the City Council chose not to act. Also, the money for the contract had already been authorized in the 2026 budget as an expenditure appropriated under line 405-0091 (See DeWolf Affidavit at paragraphs 14 & 23, NYSCEF DOC. No. 17, and DeWolf Affidavit Exhibit "A", NYSCEF DOC. No. 18).

16. As to the paragraph of the Amended Petition marked and numbered as 16, denies the allegations therein except to state affirmatively that I did not disregard "the will of the legislature" or any "well-deliberated policy choices." The Troy City Council did not express its will on March 19 and studiously avoided making any policy choices before the Flock contract renewed on April 1. It is now seeking to have this Court enter a political dispute to overturn my considered judgment and the exercise of my reasoned discretion as well as to undermine my emergency authority in order to have the Court "enact" a policy choice that the Council spinelessly refused to adopt. Troy City Charter § C-40 accords the Mayor broad emergency power to act promptly to confront any "unusual peril to the lives or properties or both of the citizens of Troy." (See a true copy of City Charter provision C-40 attached hereto as Exhibit "C", NYSCEF DOC. No. 23). It is a different grant of authority than that provided by New York Executive Law Article 2-B and specifically affords the Mayor of Troy the discretion to manage diverse and unusual municipal perils, not just man-made and natural disasters. See *infra* at Paragraph 35 and attached Exhibits "D-1"-"D-6", NYSCEF DOC. Nos. 24 - 29. In the unusual circumstances of this case, I had to act because the City Council irresponsibly refused to do so.
17. As to the paragraph of the Amended Petition marked and numbered as 17, admits the allegations therein, and states affirmatively that the money for the Flock contract had already been appropriated in the 2026 budget. See Paragraph 15 above.
18. As to the paragraph of the Amended Petition marked and numbered as 18, admits the allegations therein, and states affirmatively that the facts in this case show that the City Auditor does not

function independently of the City Council and has no independent authority. He is merely a creature of the Council. *See* Paragraph 13 above

19. As to the paragraph of the Amended Petition marked and numbered as 19, admits the allegations therein.
20. As to the paragraph of the Amended Petition marked and numbered as 20, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein except to admit that Flock Safety has entered into a two year contract with the City of Troy, effective April 1, 2026, to provide license plate reader cameras for \$78,000 per year, and that the City issued payment for the first year on or about April 17, 2026. *See* DeWolf Affidavit Exhibit "A", NYSCEF DOC. No. 18.
21. As to the paragraph of the Amended Petition marked and numbered as 21, denies the subject matter allegations therein, and states affirmatively that the Court also does not appear to have personal jurisdiction of the respondent Flock Safety.
22. As to the paragraph of the Amended Petition marked and numbered as 22, admits the allegations therein.
23. As to the paragraph of the Amended Petition marked and numbered as 23, admits the allegations therein.
24. As to the paragraph of the Amended Petition marked and numbered as 24, admits the allegations therein.
25. As to the paragraph of the Amended Petition marked and numbered as 25, denies the allegations therein but states affirmatively that license plates are meant to be public identification records and that the Flock Safety system only retains such records for thirty days.

26. As to the paragraph of the Amended Petition marked and numbered as 26, denies the allegations therein but states affirmatively that the information collected by Flock cameras is limited to exterior vehicle characteristics, including license plate number, vehicle make, model, color and body type, and date, time, and location of detection.
27. As to the paragraph of the Amended Petition marked and numbered as 27, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations concerning the potential actions of “local governments” but states affirmatively that the City of Troy Police Department maintains no “database of the comings and goings of innocent people” and has no reason or desire to do so.
28. As to the paragraph of the Amended Petition marked and numbered as 28, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein.
29. As to the paragraph of the Amended Petition marked and numbered as 29, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein but admits that several members of the public made wild unsubstantiated claims of being tracked and stalked.
30. As to the paragraph of the Amended Petition marked and numbered as 30, admits that the Council held a long meeting on March 19, and admits that most speakers from the general public opposed authorizing the contract with Flock but states affirmatively that speakers from the Administration and the Troy Police Department supported authorizing the Flock Safety contract. Otherwise, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 30.
31. As to the paragraph of the Amended Petition marked and numbered as 31, admits that the Mayor, members of her Administration, and a Flock representative appeared at the public meeting on March 19, 2026, but denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations concerning how the Mayor, her Administration, or the Flock representative “seemed” and otherwise denies the allegations therein.

32. As to the paragraph of the Amended Petition marked and numbered as 32, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein.
33. As to the paragraph of the Amended Petition marked and numbered as 33, denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations therein except to admit that “the Council decided to table Resolution # 35” and affirmatively states that it did so after publicly discussing the automatic renewal clause and with knowledge thereof.
34. As to the paragraph of the Amended Petition marked and numbered as 34, denies the allegations therein. The documentary evidence shows the earliest date of the Council President’s request for a thirty day delay in the contract’s expiration to be March 26, 2026. *See* Petitioners’ Exhibit C, NYSCEF Doc. No. 6, PDF page 2 (Sue Steele emails).
35. As to the paragraph of the Amended Petition marked and numbered as 35, denies the allegations therein but particularly denies that the Mayor “ignored the concerns of the citizens she was elected to serve,” “ignored the City Council,” “ignored the City Charter and New York State Law,” or in any way gave myself “boundless power” by declaring a particular and specific public emergency. I was elected to serve more citizens than the three dozen or so paranoid souls who spoke at the City Council meeting. I paid close attention to what the City Council did and did not do. And I followed the law when I declared the emergency at issue, claiming no more power than I and my predecessor, former Mayor Madden, have regularly exercised in the performance of our duties. Attached hereto as Exhibit “D-1 - D-6”, NYSCEF Doc. Nos. 24-29, are six Emergency Declarations, three from former Mayor Madden and three from me. Similar to the Flock Declaration in this case, they all involved unusual perils that the Chief Executive – who is ultimately responsible for the safety and welfare of the City and its inhabitants - deemed an emergency that justified the City entering into contracts for services or supplies even though the anticipated harm had not fully materialized, and even though second guessers might conclude that the situation was not emergent enough to warrant bypassing regular procurement. They include emergency procurement of a directional drilling contractor, a roofer, a licensed water treatment plant operator, a pump station repair contractor, a financial consultant to perform Comptroller duties, and salt purchases. They show that prudent Mayors anticipate likely perils and make

reasoned judgments as to how they should be averted. That is what they are elected to do and that is exactly what I did in the face of the City Council's abject inaction when I declared the Flock emergency and authorized the contractual payment. I did not foreclose any legislative path the Council may choose to take. It can still negotiate with Flock representatives, it can authorize the contract, it can rescind the contract, or it can enact a regulatory framework for ALPR cameras as it already has proposed. *See DeWolf Affidavit Exhibit "B", NYSCEF Doc. No. 19.* Thus far, the Council has done nothing with regard to the Flock Safety contract except invite the Court to intervene in this moot nonjusticiable political controversy so the Council does not have to make a decision. In the meantime, while they dither, the ALPR camera services are still available to protect public safety because of the action I took.

36. As to the paragraph of the Amended Petition marked and numbered as 36, denies the allegations therein. My authority to issue a Declaration of Emergency derives from Troy City Charter § C-40. *See attached Exhibit "C", NYSCEF DOC. No. 23.* Furthermore, the Council has implicitly recognized my authority under this City Charter provision. It has introduced and passed out of the Finance Committee Local Law No. 4 of 2026, a law purporting to repeal and replace current Charter Section C-40 "Public Emergencies" and further purporting to "apply to all emergency declarations currently in effect." Attached hereto as Exhibit "E" is a true copy of proposed Local Law No. 4 of 2026, which is currently scheduled for final passage at the Council's September 3 regular meeting.
37. As to the paragraph of the Amended Petition marked and numbered as 37, denies the allegations therein.
38. As to the paragraph of the Amended Petition marked and numbered as 38, admits that, as Mayor, I issued the Declaration of Emergency on April 1, 2026, but otherwise deny the allegations in paragraph 38.
39. As to the paragraph of the Amended Petition marked and numbered as 39, denies the allegations therein. The City Council made no policy choices and rejected none. The Flock Safety contract renewed according to its express terms. I authorized payment to guarantee continuity of services.

The Declaration of Emergency still leaves the Council free to act legislatively in respect of the Flock Safety contract and the use of ALPRs in the City. But the renewed contract has been in force and has been performed for nearly five months without any Council action on the contract. That cannot be undone. This nonjusticiable political dispute is now moot.

40. Respondent denies each and every paragraph and factual allegation of the Amended Petition not otherwise specifically responded to herein.
41. To the extent that any paragraphs of the Amended Petition state legal conclusions, arguments, assertions, or other statements of law to which no responsive pleading is required, respondent respectfully refers all such legal matters to the sound judgment and determination of the Court.
42. Respondent's Objections in Point of Law are stated in respondent's accompanying Second Memorandum of Objections in Point of Law and are intended to be deemed as included herewith.

**WHEREFORE**, the respondent demands judgment dismissing the Amended Petition herein together with the costs, disbursements, and attorney's fees of this action, and such other, further, and different relief as the Court deems just and proper.

Date: August 24, 2026

  
Carmella R. Mantello  
Mayor of Troy, New York  
Troy City Hall  
433 River Street, Suite 5001  
Troy, New York 12180

To: **Ian H. Silverman (via ECF)**  
*Attorney for Petitioners*  
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Troy, New York 12180  
(518) 727-6743

**Rensselaer County Clerk (via ECF)**  
Rensselaer County Courthouse Annex  
105 Third Street  
Troy, New York 12180

## VERIFICATION OF ANSWER

State of New York     )  
                                  ) ss:  
County of Rensselaer )

**CARMELLA R. MANTELLO**, Mayor of the City of Troy, New York, hereby affirms this 24<sup>th</sup> day of August 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing Answer is true, except as to matters alleged on information and belief and as to those matters I believe it to be true, and I understand that this document may be filed in an action or proceeding in a court of law.

Date: August 24, 2026  
Troy, New York

  
Carmella R. Mantello  
Mayor of Troy, New York  
Troy City Hall  
433 River Street, Suite 5001  
Troy, New York 12180