

**TROY CITY COUNCIL
SPECIAL MEETING AGENDA
December 20, 2018
6:30 P.M.**

Pledge of Allegiance
Roll Call
Public Forum

LOCAL LAWS

ORDINANCES

139. Ordinance Transferring Funds Within The Capital Projects Fund Budget (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, December 20,2018.

140. Ordinance Transferring Funds Within The 2018 General Fund Budget (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, December 20,2018.

141. Ordinance Transferring Funds Within The 2018 Water Fund Budget (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, December 20,2018.

142. Ordinance Authorizing Settlement Of Claim, To Wit: Liberty Mutual Insurance Company A/S/O Matthew Shudt, Plaintiff vs. City Of Troy, Defendant, Troy City Court Index No. 1224-16 (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, December 20,2018.

RESOLUTIONS

118. Resolution Authorizing The Mayor To Enter Into A Three (3) Year Agreement With Quick Med Claims, LLC For Ambulance Billing Services For The Fiscal Years 2019, 2020 And 2021. (Council President Mantello) (At The Request Of The Administration) **Pending Finance Meeting, December 20,2018.

TABLED LEGISLATION 2018

17. Resolution Determining That Proposed Actions Are Type II Actions For Purposes Of The New York State Environmental Quality Review Act. (Council President Mantello) (At The Request Of The Administration) Tabled at Regular Meeting, January 11, 2018.

18. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of \$1,315,000 Serial Bonds To Finance The Cost Of Various Capital Improvement And Technology Improvement Projects. (Council President Mantello) (At The Request Of The Administration) Tabled at Regular Meeting, January 11, 2018.

39. Resolution Stating the City's Council's Policy Regarding the Operations of the Troy City Clerk's Office. (Council President Mantello) Tabled at Regular Meeting, February 1, 2018.

113. Resolution Affirming The City Of Troy As A Sanctuary City (Council Member Bissember) Tabled at December 6, 2018 Regular Meeting.

110. Ordinance Authorizing The City To Create A Capital Project And Amending The Capital Projects Fund Budget To Allow Funding For Said Capital Project. (Council President Mantello) (At The Request Of The Administration) Tabled at Special Meeting, November 29, 2018.

104. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of \$755,000 Serial Bonds To Finance The Cost Of Various Projects For The Fire Department. (Council President Mantello) (At The Request Of The Administration) Tabled at Special Meeting, November 29, 2018.

137. Ordinance Declaring Certain City Owned Property As Surplus And Directing The Comptroller To Dispose Of Said Property. (Council President Mantello) (At The Request Of The Administration) Tabled at December 6, 2018 Regular Meeting.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE CAPITAL PROJECTS FUND
BUDGET**

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

Section 1. The City of Troy 2018 budget is herein amended as set forth in Schedule A entitled:

December 2018 Budget Transfers – Northern Drive Signalization

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form December 12, 2018

James A. Caruso, Corporation Counsel

Schedule A

ORD139

December 2018 Budget Transfers – Northern Drive Signalization

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Northern Drive Signalization	H.1440.0409.0640.0000	Consultant Services	50,000.00	(40,000.00)	10,000.00
Northern Drive Signalization	H.5197.0200.0640.0000	Equipment & Capital Outlay	275,000.00	40,000.00	315,000.00
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

MEMO IN SUPPORT

This ordinance transfers funds within the Capital Project “Northern Drive Signalization” to correct the expenditure appropriation lines within the project. There are no new monies being added to the project in this legislation.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2018 GENERAL FUND
BUDGET**

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

Section 1. The City of Troy 2018 budget is herein amended as set forth in Schedule A entitled:

December 2018 Budget Transfers – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form December 12, 2018

James A. Caruso, Corporation Counsel

Schedule A

ORD140

December 2018 Budget Transfers – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Police	A.3120.0401.0054.0000	Utilities - Gas & Electric	112,250.00	30,000.00	142,250.00	1
DPW Streets	A.5110.0405.0000.0000	Rentals	10,750.00	(8,800.00)	1,950.00	1
DPW Sanitation	A.8160.0409.0084.0000	Consultant Services - Landfill	10,000.00	800.00	10,800.00	1
DPW Facilities	A.1620.0401.0054.0000	Utilities - Gas & Electric	104,200.00	12,000.00	116,200.00	1
DPW Facilities	A.1620.0401.0053.0000	Utilities - Telephone	187,500.00	(12,000.00)	175,500.00	1
Fire	A.3410.0404.0068.0000	Repairs - Equipment	45,000.00	17,500.00	62,500.00	1
Fire	A.3410.0304.0058.0000	Vehicle Expense - Repairs	113,000.00	25,000.00	138,000.00	1
Fire	A.3410.0304.0057.0000	Vehicle Expense - Parts	30,208.00	12,500.00	42,708.00	1
Fire	A.3410.0423.0000.0000	Uniforms	145,000.00	(10,000.00)	135,000.00	1
Fire	A.3410.0303.0019.0000	Other Material & Supplies - Hazmat	20,000.00	2,500.00	22,500.00	1
Fire	A.3410.0409.0081.0000	Consultant Services - Ambulance Billing	109,250.00	17,500.00	126,750.00	1
DPW Streets	A.5110.0401.0074.0000	Utilities - Street Lights	1,453,500.00	300,000.00	1,753,500.00	1
Treasurer's Office	A.1325.0201.0000.0000	Office Equipment	7,000.00	2,500.00	9,500.00	1
Fire	A.3410.0204.0000.0000	Facilities - Upgrades / Improvements	29,000.00	14,000.00	43,000.00	2
Mayor's Office	A.1210.0805.0000.0000	Health Insurance	84,939.00	(3,071.00)	81,868.00	3
Comptroller's Office	A.1315.0805.0000.0000	Health Insurance	194,618.00	(7,036.00)	187,582.00	3
Treasurer's Office	A.1325.0805.0000.0000	Health Insurance	35,460.00	(1,282.00)	34,178.00	3
Purchasing	A.1345.0805.0000.0000	Health Insurance	24,740.00	(894.00)	23,846.00	3
Assessor's Office	A.1355.0805.0000.0000	Health Insurance	35,460.00	(1,282.00)	34,178.00	3
City Clerk	A.1410.0805.0000.0000	Health Insurance	21,442.00	(775.00)	20,667.00	3
Corporation Counsel	A.1420.0805.0000.0000	Health Insurance	70,921.00	(2,564.00)	68,357.00	3
Personnel	A.1430.0805.0000.0000	Health Insurance	74,219.00	(2,683.00)	71,536.00	3
Engineering	A.1440.0805.0000.0000	Health Insurance	60,200.00	(2,176.00)	58,024.00	3
DPW Admin	A.1490.0805.0000.0000	Health Insurance	35,461.00	(1,282.00)	34,179.00	3
DPW Facilities	A.1620.0805.0000.0000	Health Insurance	141,841.00	(5,128.00)	136,713.00	3
DPW Garage	A.1640.0805.0000.0000	Health Insurance	131,121.00	(4,740.00)	126,381.00	3
BIS	A.1680.0805.0000.0000	Health Insurance	81,642.00	(2,952.00)	78,690.00	3
Police	A.3120.0805.0000.0000	Health Insurance	2,693,320.00	(97,372.00)	2,595,948.00	3
DPW Traffic	A.3310.0805.0000.0000	Health Insurance	56,902.00	(2,057.00)	54,845.00	3
Fire	A.3410.0805.0000.0000	Health Insurance	2,226,567.00	(80,497.00)	2,146,070.00	3
Code Enforcement	A.3620.0805.0000.0000	Health Insurance	205,339.00	(7,424.00)	197,915.00	3
Vital Statistics	A.4020.0805.0000.0000	Health Insurance	35,460.00	(1,282.00)	34,178.00	3
DPW Streets	A.5110.0805.0000.0000	Health Insurance	312,548.00	(11,300.00)	301,248.00	3
Recreation - Admin	A.7020.0805.0000.0000	Health Insurance	49,479.00	(1,789.00)	47,690.00	3
Recreation - Parks	A.7110.0805.0000.0000	Health Insurance	49,479.00	(1,789.00)	47,690.00	3
Recreation - Ice Rink	A.7140.0805.0000.0000	Health Insurance	117,102.00	(4,234.00)	112,868.00	3
Recreation - Golf	A.7180.0805.0000.0000	Health Insurance	21,442.00	(775.00)	20,667.00	3
Planning	A.8020.0805.0000.0000	Health Insurance	95,660.00	(3,458.00)	92,202.00	3
DPW Sanitation	A.8160.0805.0000.0000	Health Insurance	535,204.00	(19,349.00)	515,855.00	3
Health Insurance - Retirees	A.9060.0805.0000.0000	Health Insurance - Retirees	6,412,318.00	(232,139.00)	6,180,179.00	3
Contingency	A.1990.0418.0000.0000	Contingency	41,185.00	95,830.00	137,015.00	4
Net Impact On General Fund				0.00		

* Or as previously amended

MEMO IN SUPPORT

This ordinance transfers funds within the 2018 General Fund Budget for the following reasons. Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. A transfer of funds to provide additional funding for various appropriation lines within various General Fund departments in order to pay outstanding and upcoming invoices for the remainder of the 2018 fiscal year.
2. A transfer of funds to improve facilities within the Fire Department for the purpose of repairing electrical wiring and the concrete floor in one of the firehouses.
3. Funding for transfers is being provided from the health insurance accounts within the General Fund. The amount estimated to be saved in the 2018 budget is an extremely conservative amount and based on an analysis done within the City Comptroller's Office.
4. An additional amount of monies being added to the General Fund's 2018 contingency account.

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2018 WATER FUND BUDGET

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

Section 1. The City of Troy 2018 budget is herein amended as set forth in Schedule A entitled:

December 2018 Budget Transfers – Water Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form December 12, 2018

James A. Caruso, Corporation Counsel

Schedule A

ORD141

December 2018 Budget Transfers – Water Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
DPU Garage	F.1640.0203.0000.0000	Other Equipment	2,500.00	(2,500.00)	0.00
DPU Garage	F.1640.0302.0000.0000	Small Tools & Equipment	3,500.00	(2,500.00)	1,000.00
DPU Garage	F.1640.0304.0056.0000	Vehicle Expense - Gas	195,000.00	(20,000.00)	175,000.00
DPU Administration	F.8310.0201.0030.0000	Equipment - Meters	5,000.00	(2,500.00)	2,500.00
DPU Administration	F.8310.0303.0030.0000	Other Material & Supplies - Meters	310,000.00	(10,000.00)	300,000.00
DPU Administration	F.8310.0413.0046.0000	Property Taxes - Other Governments	640,366.00	(3,000.00)	637,366.00
DPU Pumping	F.8320.0401.0054.0000	Utilities - Gas & Electric	190,000.00	(10,000.00)	180,000.00
DPU Purification	F.8330.0401.0054.0000	Utilities - Gas & Electric	125,000.00	(15,000.00)	110,000.00
DPU Purification	F.8330.0113.0000.0000	Out Of Grade Pay	1,500.00	3,500.00	5,000.00
DPU Purification	F.8330.0303.0000.0000	Other Material & Supplies	924,094.00	70,000.00	994,094.00
DPU Purification	F.8330.0410.0000.0000	Training	11,500.00	(2,500.00)	9,000.00
DPU Transmission	F.8340.0302.0000.0000	Small Tools & Equipment	4,000.00	(2,000.00)	2,000.00
DPU Transmission	F.8340.0303.0000.0000	Other Material & Supplies	473,905.00	(3,500.00)	470,405.00

Net Impact On Water Fund

0.00

* Or as previously amended

THE CITY OF TROY



INTER-OFFICE MEMORANDUM

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: December 2018 Water Transfers

Date: December 11, 2018

There are two transfers required for water. This is required for current needs of the department.

There is a need to increase Out of Grade Pay to compensate the fund for payouts due to employees requiring time off for medical reasons.

A transfer is also required for Purification Materials and Supplies for chemical purchases to properly treat drinking water.

Since it is the end of the year and funds are tight, the funding will come from multiple accounts in small amounts.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT:
LIBERTY MUTUAL INSURANCE COMPANY a/s/o MATTHEW SHUDT, PLAINTIFF
vs. CITY OF TROY, DEFENDANT, TROY CITY COURT INDEX NO. 1224-16**

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

- Section 1.** The above named plaintiff commenced an action in Troy City Court against the City of Troy, alleging that a City employee driving a City owned vehicle negligently collided with the rear end of its insured's automobile causing extensive property damage.
- Section 2.** The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with and in the amount identified in the attached draft of the Release. The Corporation Counsel shall obtain a duly executed Stipulation of Discontinuance and Release in full satisfaction of the claims prior to payment.
- Section 3.** The Comptroller is authorized and directed to make, issue, and countersign the required drafts as outlined in the Settlement Release, said sums to be payable out of the Judgments and Claims Account.
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, December 19, 2018

James A. Caruso, Corporation Counsel

MEMORANDUM IN SUPPORT

Plaintiff alleges that a City vehicle (a dump truck) driven by a City employee struck the rear of its insured's automobile (an Hyundai Sonata) while it was stopped at a red light at Hoosick and North Lake Avenue on March 4, 2015. A notice of claim was timely served, and on March 29, 2016, plaintiff timely commenced this action sounding in negligence in Troy City Court against the City of Troy. Plaintiff alleged that its insured's vehicle was a total loss as a result of the accident, and that it paid its insured and a lienholder a net total of \$11,620.14 on the claim.

This case has been litigated extensively and for years in both Troy City Court and Rensselaer County Supreme Court. The agreement to settle subject to the Council's approval was reached on the eve of trial. Settlement is advisable as a practical business decision. There is no substantive defense to the rear end collision. The City driver admitted he proceeded forward on a green arrow that did not apply to his and the insured's lane of travel. If the plaintiff competently presents its case and the case goes to a jury, a finding of liability for the full amount of damages claimed seems likely.

Under the terms of the proposed Release and Stipulation of Discontinuance, this action will be dismissed with prejudice. In return, the City shall pay plaintiff \$4,000.00 in full satisfaction of all claims, a \$7,620.00 discount. There will be no admission of liability or fault on the part of the City of Troy. Additionally, each party will be responsible for its own costs and attorney's fees. The case will be discontinued in its entirety with prejudice and the City and its employee will be released from all further liability. The recommendation to settle is strictly a business decision taken in full consideration of the available defenses to the claim and to avoid the potential for a significantly higher award of damages by a jury, as well as the expenditures of further litigation and trial. The amount of the settlement is reasonable, representing approximately one third of the total amount paid out by the plaintiff. Plaintiff understands that the proposed settlement is conditioned upon approval of both the City Council and the Mayor. If the terms of the settlement are not approved and fully executed, then this case will be returned to the trial calendar.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A THREE (3) YEAR
AGREEMENT WITH QUICK MED CLAIMS, LLC FOR AMBULANCE BILLING
SERVICES FOR THE FISCAL YEARS 2019, 2020 AND 2021**

BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into an agreement with Quick Med Claims, LLC. for ambulance billing services for the City of Troy's fiscal year 2019, 2020 and 2021 in accordance with the terms attached hereto and made a part thereof.

Approved as to form December 17, 2018

James A. Caruso, Corporation Counsel

Memo In Support

This resolution authorizes the execution of a contract with Quick Med Claims, LLC for the purpose of ambulance billing services with the City of Troy, New York.

The City issued a RFP for services as the current contract was expired. After the review of seven (7) responses, Quick Med Claims was selected based on their proposal, compliance with New York State Regulations and their impressive interview conducted with the City.

The effective date of the contract is for January 1, 2019 with a three-year term. At the end of the three years there is an option for a renewal. Implementation will be upon the approval and signing of the contract.

BILLING AND REIMBURSEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS

and

CITY OF TROY, NEW YORK

December 13, 2018

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AGREEMENT

THIS SERVICE AGREEMENT (hereinafter “Agreement”) by and between **CITY OF TROY, NEW YORK**, a New York municipal government (hereinafter referred to as “**Provider**”), located at 433 River St., Ste. 5001, Troy, NY 12180 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as “**QMC**”), located at 275 Curry Hollow Road, Suite G 100, Pittsburgh, PA 15236, is entered into with an effective date of the 1st Day of January , 2019 (the “Effective Date”).

WHEREAS, Provider operates a medical transportation service; and

WHEREAS, Provider seeks reimbursement for the medical transportation services that it provides; and

WHEREAS, QMC provides billing and reimbursement services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** on the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and reimbursement services for the medical transportation services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the date first written above and continue for three (3) years (the “Initial Term”) unless otherwise terminated in accordance with Section 2 of this Agreement. There will be an option for an additional two-year renewal if mutually agreed upon by both parties.

2. TERMINATION

1. Cause

(i) If either **QMC** or **Provider** fails to observe, keep or perform any provision of this Agreement, the other party may give written notice to the non-performing party. If the non-performing party fails to cure the breach within thirty (30) days of such notice, this Agreement may be unilaterally terminated immediately by the non-breaching party, provided, however, if the corrective

action cannot be completed within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

(ii) Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program.
2. The other party ceases to exist, for any reason; or
3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment).

(iii) QMC may terminate this Agreement upon thirty (30) days' notice if Provider fails to provide information necessary for QMC to timely submit and process claims or if Provider fails to cooperate in the appeals process.

2. Without Cause

Either party may terminate this Agreement upon a ninety (90) day written notice to the other party.

3. Transition Period

If this Agreement is terminated for any reason, the parties agree to a Transition Period that shall commence on the termination date and end ninety (90) days thereafter. During the Transition Period, Provider agrees not to forward any claims with dates of service after the termination date to QMC for processing. QMC agrees to continue to provide billing and reimbursement services for dates of service prior to the termination date as described herein for the entire Transition Period. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for services that details the

work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

3. PROVIDER RESPONSIBILITIES

1. Information Transfer

Subject to the terms of Section 21 hereof, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes, but is not limited to: complete and legible patient demographic information, dispatch information, insurance information, medical records, patient clinical records including patient care reports, essential patient and crew signatures and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit their billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is its responsibility to complete billing information accurately so that it reflects work actually performed and matches all medical records. **QMC** will not alter the billing information or medical records but shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

2. Access to Information

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

3. Designation of QMC as Authorized Agent

Provider hereby appoints and designates **QMC** as its authorized agent/attorney in fact as provided herein. This appointment is a power coupled with an interest and authorizes **QMC** to institute claims, in the name of **Provider** for the limited purpose of processing claims for reimbursement; provided however that **QMC** shall not turn a claim over to a secondary collector, or institute a legal action, or write off a claim to charity, without first obtaining **Provider**'s prior written consent.

4. Outside Consultants

Unless otherwise provided for in Attachment E attached hereto, any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the financial responsibility of **Provider**.

5. Designated Representative

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

4. QMC SERVICES

1. Demographic Information Verification

QMC shall verify and augment through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and reimbursement process.

2. Insurance Information Verification

QMC shall verify and augment through accessible sources all insurance information supplied by the **Provider** and necessary to support the billing and reimbursement process.

3. Claims Processing

QMC shall submit all claims for payment for services rendered by the **Provider**, to the appropriate party, including third party payors, third party administrators, estates and patients as appropriate to obtain allowable reimbursement in accordance with service levels outlined in Attachment B. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**.

4. Accounts Receivable Management

QMC shall provide follow up and accounts receivable management services for claims arising out of services rendered by **Provider** in a timely fashion. **QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, take appropriate measures for the prompt collections of all billings and claims;

however, **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

5. Reimbursement Posting

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts and make such information available to **Provider** for review in accordance with service levels outlined in Attachment B. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

6. Appeals

In the event of an improper denial or underpayment, **QMC** shall initiate the appropriate appeal process directed to obtaining the appropriate payment. **QMC** will complete all reviews, appeals and related processes to respond to third party payor denials. Such efforts will be completed in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

7. Fixed Reporting

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment C to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon by the parties.

8. Other Services

At **Provider's** request, **QMC** shall provide the services described in this Section 4 with respect to accounts identified by **Provider** that have a date of service prior to the effective date of this Agreement

Provider Policies

In providing services, **QMC** shall follow **Provider's** written policies, copies of which shall be provided to **QMC** prior to execution of this Agreement.

9. Correspondence

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. Correspondence from **QMC** under this Agreement shall not be sent on **Provider's** letterhead.

10. Credit Card Merchant Account

11. QMC will establish a credit card merchant account and related capabilities to permit **provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees. The merchant processing fee will be charged as an addition to the full net payment received via the merchant account.

12. NOTICE OF PRIVACY PRACTICES

QMC agrees to provide all prescribed Notices of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

5. COMPENSATION

1. Service Fees

In recognition of the services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

2. Payment Terms

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for forty-five (45) days or more, **QMC** may charge interest on the unpaid balance at the rate of 1 ½ % of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, **QMC** may at its option suspend services hereunder upon 30 day's prior written notice if any invoices remain outstanding for 45 days or more or may terminate this Agreement in accordance with Section 2(a) above.

6. EXCLUSIVITY

Provider agrees to rely exclusively on **QMC** to provide all billing and reimbursement services for the medical transportation services rendered by **Provider** under this Agreement during the term of this Agreement.

7. RATES

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

8. INDEMNIFICATION

1. By Provider

The **Provider** shall protect, defend, indemnify, and hold harmless **QMC**, its agents, officers, directors and employees from and against any and all costs, claims, demands, causes of action, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, (collectively referred to as "Claims") that arise out of performance or non-performance of **Provider** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **Provider**, its agents, employees, subcontractors, except for any alleged negligence or condition caused or created, in whole or in part, by **QMC**.

2. By QMC

QMC shall protect, defend, indemnify, and hold harmless **Provider**, its owners, agents, officers, directors and employees from and against any and all Claims that arise out of performance or non-performance of **QMC** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **QMC**, its agents, employees, subcontractors or otherwise.

9. LIMITATION OF LIABILITY

QMC's sole obligation is to provide the services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys.

10. INSURANCE

1. By QMC

QMC shall maintain general liability insurance in accordance with usual and customary industry practice. **QMC** shall provide proof of insurance to **Provider** on **Provider's** request.

11. INDEPENDENT CONTRACTOR STATUS

In the performance of all services hereunder, **QMC** is an independent contractor. All personnel assigned by **QMC** to perform services hereunder shall be considered employees of **QMC**, not employees of the **Provider**. All employees, methods, equipment, and facilities used or employed by **QMC** will at all times be under **QMC's** operational supervision.

12. WORKERS COMPENSATION

1. QMC

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the **QMC** shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

13. QMC PERSONNEL

Billing Directors, Account Managers, Billing Specialists, Cash Posters and other **QMC** personnel shall be deemed employees of **QMC** and carried on its payroll, and **QMC** shall retain the right in its sole and absolute discretion, to make all **QMC** personnel decisions and assign personnel to perform the services described in this Agreement. Said personnel will abide by all **QMC** personnel policies as well as **Provider** rules and policies as they relate to services delivered pursuant to this Agreement, provided that **Provider** rules do not conflict with **QMC** personnel policies or **QMC** general operating rules. **QMC** personnel shall be qualified to furnish the services they provide and have appropriate experience, training and expertise.

Provider agrees that it will not recruit, hire or otherwise engage any **QMC** employees, **QMC** associates or employees under subcontract with **QMC** during the term of this Agreement and for a period of one (1) year thereafter, without written consent of **QMC**. **Provider** hereby acknowledges that **QMC** has made a significant investment in its employees and engagement of said employees would result in economic damage to **QMC**.

14. REGULATORY COMPLIANCE

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

15. GOVERNING LAW

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

16. ASSIGNMENT

This contract shall not be assigned to anyone other than QMC without the consent of the Provider.

17. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to **Provider:**

Andrew Piotrowski

Chief Executive Officer

City of Troy, NY

433 River Street Suite 5001

Troy, NY 12180

If sent to **QMC:**

Michael J. Lewis

Chief Executive Officer

Quick Med Claims, LLC

275 Curry Hollow Road Suite G 100

Pittsburgh, PA 15236

18. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

19. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

20. FORCE MAJEURE

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of, performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “force majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, war, strikes, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Section 2.

21. RECORDS

Pursuant to United States Code, Title 42, Section 1395 et al (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, **QMC** hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the

nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

22. CONFIDENTIALITY

1. General Provision

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC's** standard business associate agreement attached hereto as Attachment D on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

2. Terms of the Agreement

QMC and **Provider** agree that this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

3. Public Relations

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

23. ENTIRE AGREEMENT

This Agreement and documents referred to herein set forth the entire understanding of the parties with respect to the subject matter hereof. Any previous arrangements or understandings between the parties regarding the subject matter hereof are merged into and superseded by the Agreement.

24. AUDIT AND FINANCIAL PROCEDURES.

1. Upon **Provider's** written request, **Provider** shall have the right, at **Provider's** sole expense, to audit and examine **Provider's** accounts receivable information in the custody or control of **QMC** ("Audit"). **QMC** shall permit the Audit to be

performed by **Provider**, by **Provider's** counsel or other professional advisors, or by independent auditors retained by **Provider**, of all books, records, account vouchers, checks, bank account documents, and all other materials relating to the services covered by this Agreement for **Provider**. Such Audit shall occur only during normal business hours and shall be of reasonable scope, duration and frequency. In addition, **QMC** shall cooperate with all reasonable third party payor audit requests on claims that have been processed by **QMC**. **QMC** will not be expected to handle audit requests for claims that were processed by another vendor or entity.

2. The parties hereby agree to notify the other immediately in writing in the event of any known or suspected investigation, suit, action, proceeding, claim, or settlement of a dispute relating to billing practices or alleging health care fraud or abuse on the part of the party or any employee, contractor, or agent of the party.

25. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, QMC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, QMC agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, QMC agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. QMC is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

26. NON-COLLUSIVE REQUIREMENT

In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of proposals, QMC warrants, under penalty of perjury, that its proposal was arrived at independently and without collusion aimed at restricting competition.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

CITY OF TROY, NEW YORK _____ **QUICK MED CLAIMS**

BY: _____

Name Wm. Patrick Madden

Title Mayor

DATE: _____

BY: _____

Michael J. Lewis

Chief Executive Officer

DATE: _____

STATE OF NEW YORK)

COUNTY OF RENSSELAER) SS:

CITY OF TROY)

On this _____ day of _____, 20 18, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, 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 this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC: STATE OF NEW YORK

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

The Service Fee is provided in exchange for the services described in Section 4 of the Agreement

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of medical transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **5.65% of Net collected Revenue* for all claims**
- **\$15.00 per Each Medicaid account when primary payor**
- **\$ 3.00 per Medicaid account when secondary payor**

Net Collected Revenue* will include all revenue that is collected and posted in the RescueNet Billing system and reported to **Provider on a monthly basis.

ATTACHMENT B

QMC SERVICE DETAILS

SERVICE DETAILS

QMC agrees to provide the following performance levels:

- **QMC** will submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3 (a) for successful submission.
- Reimbursement will be posted by **QMC** within three (3) business days of receipt.

ATTACHMENT C

REPORTS

REPORTS

Operational and Financial Reporting. **QMC** shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. Closing Balance Summary Report. This report provides a summarized rollforward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. Charge Summary Report. This report provides the detail of charges within the reporting period.
3. Charge Adjustment Summary Report. This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. Credit Summary Report. This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, that occurred within the reporting period.
5. Credit Adjustment Summary Report. This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. Payor Summary Report. This report provides a summary of charges and credits associated with each payor.
7. Payor Adjustments Summary Report. This report provides a summary of all charge and credit adjustments associated with each payor.
8. Payor Aging Report. This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT D

BUSINESS ASSOCIATES AGREEMENT

Business Associate Agreement
Between
City of Troy, New York

This Business Associate Agreement (“Agreement”) between City of Troy, New York (hereinafter referred to as “**Provider**”) and Quick Med Claims, LLC (hereinafter referred to as “**QMC**”) is executed to ensure that **QMC** will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Provider in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

QMC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to **Provider** any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to **Provider** without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of **QMC**

- agree to the same restrictions, conditions, and requirements that apply to **QMC** with respect to such information;
5. Make PHI in a designated record set available to **Provider** and to an individual who has a right of access in a manner that satisfies **Provider's** obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
 6. Make any amendment(s) to PHI in a designated record set as directed by **Provider**, or take other measures necessary to satisfy **Provider's** obligations under 45 CFR §164.526;
 7. Maintain and make available information required to provide an accounting of disclosures to **Provider** or an individual who has a right to an accounting within 60 days and as necessary to satisfy **Provider's** obligations under 45 CFR §164.528;
 8. To the extent that **QMC** is to carry out any of **Provider's** obligations under the HIPAA Privacy Rule, **QMC** shall comply with the requirements of the Privacy Rule that apply to **Provider** when it carries out that obligation;
 9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **QMC** on behalf of **Provider**, available to the Secretary of the Department of Health and Human Services for purposes of determining **QMC** and **Provider's** compliance with HIPAA and the HITECH Act;
 10. Restrict the use or disclosure of PHI if **Provider** notifies **QMC** of any restriction on the use or disclosure of PHI that **Provider** has agreed to or is required to abide by under 45 CFR §164.522; and
 11. If **Provider** is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), **QMC** agrees to assist **Provider** in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of **Provider's** Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of **Provider** agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting **Provider** of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to **Provider** of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by **QMC** on behalf of **Provider** include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by **Provider** to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by **Provider** to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that **QMC** has been engaged to perform on behalf of **Provider**.

D. Termination

1. **Provider** may terminate this Agreement if **Provider** determines that **QMC** has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, **QMC** shall return to **Provider** or destroy all PHI received from **Provider**, or created, maintained, or received by **QMC** on behalf of **Provider** that **QMC** still maintains in any form. **QMC** shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 1st Day of January, 2019

City of Troy, New York

Quick Med Claims, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ORDINANCE AUTHORIZING THE CITY TO CREATE A CAPITAL PROJECT AND
AMENDING THE CAPITAL PROJECTS FUND BUDGET TO ALLOW FUNDING FOR
SAID CAPITAL PROJECT**

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

Section 1. The establishment of a Capital project entitled “2019 General Fund Capital Plan – Fire”

Section 2. The City of Troy 2018 budget is herein amended as set forth in Schedule A entitled:

2019 General Fund Capital Plan – Fire

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form October 5, 2018

James A. Caruso, Corporation Counsel

MEMO IN SUPPORT

This ordinance establishes the capital project for the 2019 General Fund Capital Plan relating to the purchase of new vehicles within the Fire Department along with upgrades to facilities.

This ordinance also establishes the project budget pursuant to the bond resolution as presented before the City Council.

The items and amounts have been determined pursuant to the 2019 Proposed Budget.

Schedule A

ORD#110

2019 General Fund Capital Plan – Fire

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
2019 General Fund Capital Plan – Fire	H.0000.5731.0645.0000	BANs Redemmed	0.00	<u>755,000.00</u>	755,000.00
Total Capital Projects Fund Budget Revenue Increase				<u>755,000.00</u>	
Expenditures					
2019 General Fund Capital Plan – Fire	H.3410.0202.0645.0000	Vehicles	0.00	<u>705,000.00</u>	705,000.00
2019 General Fund Capital Plan – Fire	H.3120.0204.0645.0000	Facilities Upgrade	0.00	<u>50,000.00</u>	50,000.00
Total Capital Projects Fund Budget Expenditure Increase				<u>755,000.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$755,000 SERIAL BONDS TO FINANCE THE COST OF VARIOUS PROJECTS FOR THE FIRE DEPARTMENT.

BE IT RESOLVED by the City Council of the City of Troy, New York (the "City") as follows:

Section 1. The City is hereby authorized to undertake the various capital projects described below (each, a "Project") at an aggregate estimated maximum cost of \$755,000, the estimated maximum cost of each Project being as follows:

(a) Fire Fighting Vehicle and Apparatus. The purchase of one (1) fire rescue pumper truck for fighting fires, including apparatus used in connection with such pumper truck, and equipment and apparatus to be used for fighting fires, at an estimated maximum cost not to exceed \$660,000;

(b) Fire Department Vehicles. The purchase of one (1) sport utility vehicle to replace a similar vehicle previously in service for one year or more, at an estimated maximum cost not to exceed \$45,000; and

(c) Facility Renovations. The reconstruction and renovation of Fire Department buildings, including kitchen and HVAC renovations and upgrades at the Campbell Avenue Station and including grading and improvement of the sites and acquisition and installation of original furnishings, equipment, machinery or apparatus for the purposes for which such reconstructed and renovated buildings are to be used, at a total maximum estimated cost not to exceed \$50,000.

Section 2. The plan for financing such estimated maximum cost shall be by the issuance of \$755,000 in serial bonds (the "Bonds") of the City, which are hereby authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid classes of objects or purposes pursuant to paragraph 4 of Section 11.00(a) of the Local Finance Law are as follows:

<u>Section 1 Subparagraph</u>	<u>Period of Probable Usefulness (Years)</u>	<u>Local Finance Law Section 11.00(a) Paragraph</u>
(a) Fire Fighting Vehicle and Apparatus	20	27
(b) Fire Department Vehicles	3	77
(c) Facility Renovations	25	12(a)(1)

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's General Fund. It is intended that the City shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2. Other than as specified in this resolution, no moneys are reasonably expected to be, received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the City's Comptroller, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions previously or heretofore adopted by the City Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the bonds, including the dated date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 10. The City may receive certain federal and New York State grant funds for the capital purposes described in Section 1 of this resolution. Any such grant funds shall be applied to pay the principal or interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds or to the extent obligations shall not have been issued under this resolution, to reduce the maximum amount to be borrowed for such capital purposes.

Section 11. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. The City Comptroller, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12, as amended.

Section 13. This resolution, or a summary of this resolution, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 14. This resolution is not subject to a mandatory or permissive referendum.

Section 15. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 16. No Bonds, or bond anticipation notes to be issued in anticipation of the Bonds, shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the "Act"), shall have first reviewed and commented on the issuance of the Bonds and any bond anticipation notes to be issued in anticipation of the Bonds in accordance with the requirements of the Act.

Section 17. This resolution shall take effect immediately upon its adoption.

Approved as to form, October 5, 2018.

James Caruso
Corporation Counsel