

**TROY CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**February 6, 2020**  
**7:00 P.M.**

Pledge of Allegiance  
Roll Call  
Good News Agenda  
Public Forum  
Vacancy List

Motion to Discharge Resolution 15

**LOCAL LAWS**

1. A Local Law To Add A Section To The General Law Of The City Of Troy, Authorizing The Creation Of A Community Choice Aggregation Program, And Adopting Certain Provisions To Facilitate Program Implementation (Council Member Cummings, Council President Mantello)  
\*\*For introduction purposes only

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**ORDINANCES**

1. Ordinance Transferring Funds Within The Special Grants Fund Budget (Council President Mantello) (At The Request Of The Administration)

2. Ordinance Amending The Capital Projects Fund Budget (Council President Mantello) (At The Request Of The Administration)

3. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

4. Ordinance Amending The Capital Projects Fund And General Fund Budgets (Council President Mantello) (At The Request Of The Administration)

5. Ordinance Amending The 2020 General Fund Budget To Accept Funds From The New York State Division Of Criminal Justice Services For The Purpose Of Gun Involved Violence Elimination (Council President Mantello) (At The Request Of The Administration)

6. Ordinance To Accept Funds From The U.S. Department Of Justice - FY19 Edward Byrne Memorial Justice Assistance Grant And Amend The 2020 General Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)

7. Ordinance To Accept Funds From The US Department Of Justice Office Of Violence Against Women As A Subrecipient And Amend The 2020 General Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)

8. Ordinance To Accept Funds From The NYS Division Of Homeland Security And Emergency Services Tactical Team Targeted Grant Program And Amend The 2020 Special Revenue Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)

9. Ordinance Amending The City's Non-Represented Employees' Policy (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, February 6

10. Ordinance Amending The Special Grants Fund Budget (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, February 6

11. Ordinance Authorizing And Ratifying The Employment Memorandum Of Agreement By And Between The City Of Troy And The United Public Service Employees Union (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, February 6

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## **RESOLUTIONS**

18. Resolution Authorizing Execution Of Quitclaim Deed To TRIP For Parcel Of Land On Rensselaer Street (Council President Mantello) (At The Request Of The Administration)

19. Resolution Authorizing Execution Of Quitclaim Deed To TRIP For Parcel Of Land Adjoining Lots 38 And 39 On Eighth Street (Council President Mantello) (At The Request Of The Administration)

20. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello)

21. Resolution Authorizing The Mayor To Enter Into An Organization Resolution And Agreement For A Credit Card Program (Council President Mantello) (At The Request Of The Administration)

22. Resolution Proclaiming February 2020 Black History Month In The City Of Troy, New York (Council President Mantello, Council Member Gulli, Council Member Ashe-McPherson, Council Member Steele, Council Member Cummings, Council Member Zalewski, Council Member McDermott)

23. Resolution Authorizing The Mayor To Enter Into A Contract With Professional Service Industries, Inc. For The Purpose Of Asbestos Inspection Services (Council President Mantello) (At The Request Of The Administration) \*\*Pending Finance Meeting, February 6

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**A LOCAL LAW TO ADD A SECTION TO THE GENERAL LAW OF THE CITY OF  
TROY, AUTHORIZING THE CREATION OF A COMMUNITY CHOICE  
AGGREGATION PROGRAM, AND ADOPTING CERTAIN PROVISIONS TO  
FACILITATE PROGRAM IMPLEMENTATION**

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Be it enacted by the City Council of the City of Troy as follows:

**Section 1. Purpose and Intent**

It is the intent of the City of Troy to establish a Community Choice Aggregation (“CCA”) Program to aggregate the energy supply needs of residents [and small commercial customers], and to negotiate and enter into, or authorize its agent to negotiate and enter into, Energy Supply Agreements (“ESAs”) with Energy Service Companies (“ESCOs”) on behalf of eligible citizens to obtain stable, lower-cost energy prices, as well as environmental benefits and/or a community-based solution to meeting our collective energy needs. The purpose of this Local Law is two-fold: to establish a CCA Program in the City of Troy and to adopt certain provisions relating to the creation and implementation of the CCA Program.

**Section 2. Findings**

- A. New York State’s energy industry is in the midst of a significant transition; a shift away from the old top-down, utility-centered model toward a cleaner, more affordable, more resilient system in which consumers and communities will have a substantial role to play. The State’s ongoing Reforming the Energy Vision (“REV”) initiative emphasizes the importance of reliability and grid-resilience, distributed energy resources, increased renewable generation, and greater opportunity for citizens to take an active role in helping the State reach its energy goals and in making more informed energy choices in their homes, businesses and communities.
- B. As part of this REV initiative, the New York State Public Service Commission (“NYSPSC”), on April 21, 2016, adopted an Order authorizing cities, towns and villages within the State to create Community Choice Aggregation Programs, by themselves or in concert with other municipalities (hereinafter “NYSPSC Order Authorizing CCAs”), and/or to retain a CCA Administrator to implement the program and negotiate ESAs.
- C. CCA Programs allow communities to take control of their energy supply through an open, transparent and competitive electric and/or gas supply procurement process driven by the consumers themselves.
- D. A successful CCA Program offers citizens cost savings, more stable energy prices, deterrence of deceptive marketing practices by unscrupulous ESCOs, fair contracts negotiated directly with energy suppliers, and/or the opportunity to pursue goals and initiatives important to the community, such as reliability, grid resiliency, supporting renewable energy generation, cutting greenhouse gas emissions, protecting the State’s natural resources, and improving energy efficiency.

- E. The City of Troy has explored the CCA policy and background, and believes it would provide numerous benefits in this community, enhancing the public welfare and making energy more affordable and costs more predictable for our residents.
- F. Therefore, the City of Troy authorizes the creation of an opt-out CCA Program pursuant to rules of the NYSPSC in this community for the provision of electric and/or natural gas supply service, as well as other high priority energy related value-added services as may be determined to meet the community's goals.

### **Section 3. Authority**

The NYSPSC Order Authorizing CCAs expressly empowers cities, towns and villages in this state to create CCA Programs. Further, the New York Municipal Home Rule Law, Article 2, Section 10, authorizes a municipality to adopt general laws relating to its property, affairs and government, the protection and enhancement of its physical and visual environment, the protection and well-being of persons within the municipality, and for other authorized purposes.

### **Section 4. Definitions**

**AUTOMATICALLY ELIGIBLE CUSTOMERS:** shall mean customers' accounts in those utility service classes eligible for inclusion in the CCA Program on an opt-out basis, as set forth in the NYSPSC Order Authorizing CCAs, Appendix C, or as otherwise specified by the Commission. Generally, these classes of customers include those receiving residential electric or gas supply service, including those in multi-family housing, certain types of institutions, and some small commercial customers covered by "small general service" class designations. Automatically Eligible Customers shall not include customers' accounts that have already been enrolled in service through an ESCO, enrolled in utility programs which require them to take supply service from their current utility, or that have a block on their utility account at the time of CCA formation<sup>1</sup>; those customers' accounts shall be eligible to participate on an opt-in basis, if they so desire.

**ELIGIBLE CUSTOMERS:** shall mean all automatically eligible customers plus those utility customers eligible for inclusion in the CCA Program on an opt-in basis, as set forth in the NYSPSC Order Authorizing CCAs or otherwise authorized by the Commission. Those customers eligible to participate in the CCA Program on an opt-in basis currently include: those customers already enrolled in service through an ESCO at the time of CCA formation, customers in large commercial, institutional, or industrial utility service classes that cannot be automatically enrolled in the CCA on an opt-out basis, and all other customers not considered "automatically eligible customers." References to the broader class of "eligible customers" shall signify the entire pool of customers participating in the aggregation, either because they have been

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<sup>1</sup> Except Assistance Program Participants ("APPs"), customers enrolled in utility low-income assistance programs who may have blocks on their accounts with their existing utility, but who may still be eligible to participate.

automatically enrolled on an opt-out basis, or because they have affirmatively opted in.

**CCA ADMINISTRATOR:** An agent of the municipality charged with overseeing creation, implementation and operation of a CCA Program, as well as competitively procuring and negotiating Energy Supply Agreements with ESCOs. The CCA Administrator shall be retained by the municipality via a separate CCA Administration Agreement, adopted by Resolution of the municipality's governing board.

**COMMUNITY CHOICE AGGREGATION (CCA)/CCA PROGRAM:** A Program authorized by the New York State Public Service Commission (NYSPSC) to aggregate residential and commercial electric and/or natural gas supply and/or energy related value-added products and services within a given municipality, and/or among multiple municipalities, in order to leverage that energy demand to negotiate favorable Energy Supply Agreements directly with ESCOs. Customers within a CCA Program would no longer purchase their energy supply directly from their utility. However, the utility would continue to deliver energy to these customers, to charge for that delivery, and will retain its transmission and distribution network. The energy supply portion of a customer's energy service is provided by an ESCO or ESCOs, pursuant to an Energy Supply Agreement competitively procured and negotiated for the CCA Program at large, then delivered to customers via the local utility.

**ENERGY SUPPLY AGREEMENT (ESA):** An agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price. For purposes of this Local Law, the CCA Administrator would conduct a competitive procurement on behalf of all eligible customers, and would enter into an Energy Service Agreement(s) with an ESCO to provide power to all such customers in the community.

**ENERGY SERVICES COMPANY (ESCO):** A third-party energy supplier eligible to sell electricity, natural gas and/or energy related value-added services to customers in New York State, utilizing the transmission and distribution systems of existing utilities. ESCOs are regulated by the New York State Department of Public Service and the New York State Public Service Commission, and must comply with the New York State Public Service Law.

**MUNICIPALITY:** Reference to these terms throughout this Local Law indicate the City of Troy, unless otherwise noted.

**UTILITY:** This term refers to traditional electric and/or natural gas utilities regulated by the New York State Department of Public Service and the New York State Public Service Commission and permitted to provide electric and/or gas supply, transmission and distribution services to all customers within their designated service territory. For purposes of this Local Law, the term Utility will refer to NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID.

## **Section 5. Establishing Community Choice Aggregation**

City of Troy hereby establishes a CCA Program for aggregation of electric and/or natural gas supply to serve all eligible customers in its jurisdiction. All automatically eligible customers shall be included in the CCA Program on an opt-out basis, and shall be afforded the opportunity to opt-out of the CCA Program, within a specified period, at no cost. All customers who are not automatically eligible to be included in the CCA Program on an opt-out basis shall be permitted to affirmatively opt into the program in accordance with the terms of the ESA and/or the NYSPSC Order Authorizing CCAs.

## **Section 6. Provisions for Implementing CCA Program**

### ***Part A. Implementation Plan***

1. The City of Troy, with support from its CCA Administrator, will create and follow a CCA Implementation Plan which shall outline the details of how the CCA Program will be created and operated, including how public outreach and education will occur, what rules will apply to the Program, how the procurement process will be implemented, how energy contracts will be selected, and how responsibilities will be divided amongst CCA Administrator, municipality, and eligible customers.
2. In accordance with the NYSPSC Order Authorizing CCAs, the CCA Implementation Plan will be reviewed and approved by the Public Service Commission. Such review may involve NYSPSC approval of a generic CCA Implementation Plan, with the understanding that community-specific Appendices would be submitted later and would outline appropriately tailored local education and outreach efforts.
3. Where a generic CCA Implementation Plan will be used, the City of Troy and the CCA Administrator will make community-specific revisions to the Plan's Appendices to ensure the Plan is properly tailored to the needs of the City of Troy's residents. Therefore, prior to or in conjunction with the enactment of this Local Law, and thereafter from time to time, the City of Troy, with support from the CCA Administrator, will create and update a CCA Program Opt-Out Letter, as well as an Education and Outreach Plan, as provided in the Implementation Plan Appendix for this community.
4. The City of Troy Opt-Out Letter and Education and Outreach Plan shall conform to those requirements for public outreach, education, and opt-out procedures set forth in the NYSPSC Order Authorizing CCAs, and in any other applicable laws or regulations, and shall ensure that the City of Troy and its CCA Administrator engage in a robust effort to educate and inform the community about the CCA Program and their options for participating or opting out.
5. Opt-out letters will be provided to all automatically eligible customers no less than 30 days prior to the time at which those customers would be automatically enrolled in the CCA Program. The letters will be printed on the City of Troy letterhead, in official City of Troy envelopes. The logo of the CCA Administrator and selected

ESCO may also be included on these letters, so long as it is clear that the letter is official correspondence from the City of Troy.

***Part B. Public Outreach and Education***

1. The City of Troy, together with its CCA Administrator, will provide public notices, presentations, information sheets, and other forms of outreach, as outlined in the Appendix of the Implementation Plan, to ensure residents are informed about the CCA Program and their options for participating or opting out.
2. Once the CCA Program is operating, the City of Troy and its CCA Administrator will continue to engage in public outreach to keep CCA customers informed about any changes to the CCA Program; opportunities for new products or services available through the CCA Program, such as renewable energy buying options; important terms and durations of ESAs; information about the selected ESCOs; and any other matters related to the CCA Program.

***Part C. Customers Moving into or out of the Community After CCA Adoption***

Residents and small commercial customers who establish utility accounts in this community after the effective date of this Local Law shall be afforded the opportunity to join the CCA Program within a reasonable time after their utility account is established, in accordance with contractual agreements between the CCA Administrator any ESCO(s) providing service to the Program.

***Part D. Customer Data Protection***

The City of Troy, or its CCA Administrator, will create and follow a Customer Data Protection Plan which ensures that any confidential or sensitive personal customer information provided by the utility to the City of Troy, its CCA Administrator, and/or the selected ESCO(s), will be given all privacy protections required by law and regulation, and protected from unauthorized release or use to the greatest extent possible. This Customer Data Protection Plan will ensure that the CCA Program and any selected ESCO(s) handle all confidential or sensitive customer data in keeping those customer data protections already afforded by Utility prior to the enactment of this Local Law.

This Plan will also ensure that CCA customer data, such as contact information, is not used for inappropriate purposes, such as solicitation of business unrelated to the CCA Program, its goals and objectives.

**Section 7. CCA Administrator**

***Part A. CCA Administration Agreement***

The City of Troy will enter into a CCA Administration Agreement with its CCA Administrator. Such agreement will set forth the various rights and responsibilities of the parties, and will govern the manner in which the CCA Program is run. This Agreement shall

also authorize the CCA Administrator to act as the City of Troy's agent for the purpose of procuring energy supply or other energy related value-added services for CCA Program eligible customers.

### ***Part B. Customer Service, Complaints***

The CCA Administrator will provide the City of Troy with clear, up-to-date contact information for customer questions, concerns or complaints. The CCA Administrator shall, from time to time, and/or at the request of the Troy City Council, report to the City of Troy regarding customer service matters.

## **Section 8. Compliance with Public Service Law and Regulations**

In accordance with the NYSPSC Order Authorizing CCAs, it shall be the responsibility of the City of Troy, supported by any CCA Administrator that may be under contract, to ensure the CCA Program is operated in compliance with all applicable provisions of the New York State Public Service Law, regulations of the New York State Public Service Commission and/or the New York State Department of Public Service, the Uniform Business Practices (to the extent applicable), the NYSPSC Order Authorizing CCAs and any other relevant laws or regulations. This provision applies regardless of whether a CCA Administrator is retained to organize and implement the City of Troy's CCA Program. This shall include, but not be limited to, compliance with any reporting requirements related to the CCA Program.

## **Section 9. Review and/or Dissolution of the CCA Program**

- A. The City of Troy will, from time to time, review the CCA Program and its progress to determine how the program is faring, confirm it is affording benefits to the community, and provide information to the public thereon.
- B. As the expiration of its ESA(s) approaches, or in the event an ESCO provides notice of its intention to terminate an ESA (where authorized by the terms of that ESA), the City of Troy may consider whether it wishes to discontinue the CCA Program. Dissolution of the CCA Program will require (1) enactment of a Local Law amending or repealing this Local Law, (2) lawful termination of ESAs in accordance with their terms, (3) lawful termination of the CCA Administration Agreement, in accordance with its terms, and (4) at least 60 days' notice to customers that their energy services will be automatically returned to Utility, an effective date upon which such a change would occur, and information on what other options may be available to those customers, if applicable.

## **Section 10. Conflicts**

In the event the New York State Public Service Commission, the State Legislature, or other State agency, enacts laws or regulations regarding the operation of CCAs which are in conflict with this Local Law, the state provisions shall govern.

**Section 11. Liability**

Nothing in this Local Law shall be read to create liability on the part of the City related to the provision of electric and/or natural gas service to customers. The ESCO selected to provide such service will be ultimately responsible for compliance with all applicable laws, rules and regulations governing retail energy services, and will assume any liability stemming from the provision of such service to retail customers, including any potential liability associated with the service itself, customer data and information, and any other matters which would traditionally fall under the purview of a merchant utility providing the same service to customers prior to the formation of the CCA. This Local Law is meant merely to facilitate the creation of an aggregation program in this community. The City will not assume the role of ESCO or utility in the sale or delivery of energy services.

**Section 12. Severability**

Each provision of this Law is severable from the others, so that if any provision is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from this Law, which shall nonetheless remain in full force and effect.

**Section 13. Effective Date**

This Local Law shall take effect upon the filing with the Secretary of State.

Approved as to form, February 6, 2020

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*James A. Caruso, Esq.*, Corporation Counsel



TO: City Council  
FROM: Mara Drogan, City Clerk  
DATE: January 31, 2020  
RE: Local Law #1 for 2020

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This item is on the agenda for introduction purposes only. Per Council Member Cummings and Council President Mantello, the proposed schedule for consideration of this law is as follows:

Thursday, February 6, 6:00 p.m. Regular Meeting: first reading/introduction of law

Tuesday, February 11, 7:00 p.m. Public Education Session at Lansingburgh Boys & Girls Club

Thursday, February 13, 7:00 p.m. Public Education Session at Troy Area United Ministries

Saturday, February 15: Information Table at Troy Waterfront Farmers Market

Thursday, February 20, 5:30 p.m. Public Hearing

Thursday, February 20, 6:00 p.m. Finance Meeting

Saturday, February 22: Information Table at Troy Waterfront Farmers Market

Tuesday, February 25, 5:30 p.m. (tentative): Public Hearing

Monday, March 2, 6:30 p.m. Public Education Session at Troy Public Library

Thursday, March 5, 6:30 p.m. Public Hearing

Thursday, March 5, 7:00 p.m. Regular Meeting

More details and events can be found at [www.megacca.org](http://www.megacca.org)

**ORDINANCE TRANSFERRING FUNDS WITHIN THE SPECIAL GRANTS FUND  
BUDGET**

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**January 2020 Budget Transfers – CDBG**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, January 23, 2020

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***James A. Caruso, Esq.***, Corporation Counsel

# Schedule A

ORD#1

## January 2020 Budget Transfers – CDBG

<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Original Budget*</b>	<b>Change (+ / -)</b>	<b>Revised Budget</b>
CDBG	CD.2017.0400.2000.3021	Lansingburgh Reinvestment	711,782.55	(26,868.11)	684,914.44
CDBG	CD.2018.0400.2000.3014	South Troy Reinvestment	1,260,453.64	26,868.11	1,287,321.75
<b>Net Impact On Special Grants Fund</b>				<b><u>0.00</u></b>	

\* Or as previously amended

**CDBG/ESG/HOME ADMINISTRATIVE TRANSFER  
CITY OF TROY, NEW YORK**

FROM

TO

BUREAU: Housing & Community Development

Housing & Community Development

CONTRACTUAL EXPENSE.CDBG

CONTRACTUAL EXPENSE.CDBG

ACCT. NAME: PROG.LANSING TARGET AREA

PROG.SO TROY REINVESTMENT AREA

ACCT. NO: CD.2017.0400.2000.3021

CD.2018.0400.2000.3014

CURRENT APPROPRIATION: \$ 711,782.55

\$ 1,260,453.64

AMOUNT ENCUMBERED: \$ 684,914.44

\$ 1,206,600.47

AMOUNT TO BE TRANSFERRED: \$ 26,868.11

\$ 26,868.11

REVISED APPROPRIATION: \$ 684,914.44

\$ 1,287,321.75

NEW ACCOUNT: Y OR N

A. PURPOSE OF TRANSFER: (BE SPECIFIC) Funds being moved to similar newer year project

B. SOURCE OF FUNDS: (1) BUDGET ITEM DELETED OR EXPENSE AVOIDED: N/A

(2) EXTENT OF THIS DELETION ON DEPARTMENT'S FUNCTION: N/A

REQUESTED BY: Carolyn Skaptoshak  
DEPARTMENT HEAD

12/10/19  
DATE

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UNENCUMBERED FUNDS AVAILABLE:  
AVAILABLE: YES \_\_\_\_\_ NO \_\_\_\_\_

CITY COUNCIL APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUDITED: \_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY COMPTROLLER

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Department of Housing & Community Development

Account Transfers (CDBG PROGRAM)

Account Type	ACCOUNT #	ACTIVITY NAME	CURRENT ACCOUNT APPROPRIATION	TRANSFER OUT	TRANSFER IN	REVISED ACCOUNT APPROPRIATION	DESCRIPTION
CDBG	CD.2017.0400.2000.3021	CONTRACTUAL EXPENSE.CDBG PROG.LANSING TARGERT AREA	\$711,782.55	(\$26,868.11)		\$684,914.44	Funds being moved to similar newer year project
CDBG	CD.2018.0400.2000.3014	CONTRACTUAL EXPENSE.CDBG PROG.SO TROY REINVESTMENT AREA	\$1,260,453.64		\$26,868.11	\$1,287,321.75	



Andrew Piotrowski

City Comptroller

Patrick Madden

Mayor

# Memo

To: Andrew Piotrowski, Deputy Comptroller  
From: Carolin Skriptshak, Community Development Program Supervisor  
Date: 12/10/2019  
Re: Transfer of HOME Funds from like account to like account

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A Resolution transferring \$26,868.11 of unused Lansingburgh Reinvestment Project funds from the 2017 program fund year and reallocating into the South Troy Reinvestment project into the 2018 Program funded year.

**PRESENT LAW:** The City Council had approved a \$50,000.00 transfer of unused Solar funds from the 2015-2016 program year back in September 2018 to complete the street paving on 112<sup>th</sup> Street as part of the Lansingburgh Reinvestment Project.

**PURPOSE:**

The Lansingburgh Project is completed and closed out and these remaining funds will be used to complete the South Troy Reinvestment Project

**FISCAL IMPACT:** No negative impact on the City general fund or on City programs/projects is expected because the proposed transfers will provide additional federal funds in the place of City funds for public infrastructure and neighborhood improvements in low/mod income areas.

**ORDINANCE AMENDING THE CAPITAL PROJECTS FUND BUDGET**

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**February 2020 Budget Amendments – CSO**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

This ordinance amends the budget for the CSO project based on the bond resolutions passed by prior City Councils. In reviewing the account it was discovered that the actual accounting records were never amended to reflect the approvals.

# Schedule A

ORD#2

## February 2020 Budget Amendments – CSO

<b>Department</b>	<b>Account No.</b>	<b>Description</b>	<b>Original Budget*</b>	<b>Change ( + / - )</b>	<b>Revised Budget</b>
<b>Revenues</b>					
Seawall	H.0000.5731.0612.0000	BANs Redeemed	0.00	<u>27,784,993.00</u>	27,784,993.00
<b>Total Capital Projects Fund Budget Revenue Increase</b>				<b><u>27,784,993.00</u></b>	
<b>Expenditures</b>					
CSO Project	H.1620.0200.0624.0000	Equipment & Capital Outlay	4,295,068.00	<u>27,784,993.00</u>	32,080,061.00
<b>Total Capital Projects Fund Budget Expenditure Increase</b>				<b><u>27,784,993.00</u></b>	
<b>Net Impact On Capital Projects Fund</b>				<b><u>0.00</u></b>	

\* Or as previously amended

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GENERAL FUND  
BUDGET**

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**February 2020 Budget Transfer(s) – General Fund**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

Throughout the fiscal year the Comptroller's Office works with all departments within the City for necessary budget transfers within the General Fund in the 2020 fiscal year. This ordinance transfers funds within the 2020 General Fund Budget for the following reason(s). 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 within the Engineering Department for temporary salaries for a temporary city employee to oversee the Siemens energy project that is ongoing. The monies are from the deferred hiring of the City Engineer.
2. A transfer within the Parking Department for the purchase of a new license plate reader.
3. A transfer within the City Clerk and City Auditor's department to reflect part-time employees being paid out of the correct account code.
4. A transfer from the Parking Department and the Contingency in order to fund a full-time position to oversee the department.

# Schedule A

ORD#3

## February 2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Engineering	A.1440.0101.0000.0000	Permanent Salaries	264,395.00	(12,500.00)	251,895.00	1
Engineering	A.1440.0102.0000.0000	Temporary Salaries	0.00	12,500.00	12,500.00	1
Parking	A.3320.0102.0000.0000	Temporary Salaries	120,000.00	(7,500.00)	112,500.00	2
Parking	A.3320.0203.0000.0000	Other Equipment	0.00	7,500.00	7,500.00	2
Auditor	A.1320.0101.0000.0000	Permanent Salaries	17,547.00	(17,547.00)	0.00	3
Auditor	A.1320.0102.0000.0000	Temporary Salaries	0.00	17,547.00	17,547.00	3
City Clerk	A.1410.0101.0000.0000	Permanent Salaries	135,699.00	(15,000.00)	120,699.00	3
City Clerk	A.1410.0102.0000.0000	Temporary Salaries	12,000.00	15,000.00	27,000.00	3
Parking	A.3320.0101.0000.0000	Permanent Salaries	0.00	48,540.00	48,540.00	4
Parking	A.3320.0102.0000.0000	Temporary Salaries	120,000.00	(22,500.00)	97,500.00	4
Parking	A.3320.0806.0000.0000	Social Security	9,180.00	1,993.00	11,173.00	4
Contingency	A.1990.0418.0000.0000	Contingency	957,075.00	(28,033.00)	929,042.00	4
<b>Net Impact On General Fund</b>			<b><u>0.00</u></b>			

\* Or as previously amended

**ORDINANCE AMENDING THE CAPITAL PROJECTS FUND AND GENERAL FUND  
BUDGETS**

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**February 2020 Budget Amendments – Golf Equipment**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, January 23, 2020

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***James A. Caruso, Esq.***, Corporation Counsel

**MEMO IN SUPPORT**

The total cost of golf equipment within the 2020 Capital Plan is approximately \$700 higher than anticipated. The funding is being provided for within the Golf Course's operating budget for 2020.

# Schedule A

ORD#4

## February 2020 Budget Amendments – Golf Equipment

Department	Account No.	Description	Original Budget*	Change ( + / - )	Revised Budget
<b>General Fund</b>					
<b>Expenditures</b>					
Golf Course	A.7180.0303.2420.0000	Other Material & Supplies - Golf Course	70,000.00	(700.00)	69,300.00
Interfund Transfers	A.9950.0900.0000.0000	Interfund Transfers	80,000.00	<u>700.00</u>	80,700.00
<b>Net Impact On General Fund</b>				<b><u>0.00</u></b>	
<b>Capital Projects Fund</b>					
<b>Revenues</b>					
2020 Capital Plan - Golf Equipment	H.0000.5031.0665.0000	Interfund Transfers	0.00	<u>700.00</u>	700.00
<b>Total Capital Projects Fund Budget Revenue Increase</b>				<b><u>700.00</u></b>	
<b>Expenditures</b>					
2020 Capital Plan - Golf Equipment	H.7110.0202.0665.0000	Equipment	126,000.00	<u>700.00</u>	126,700.00
<b>Total Capital Projects Fund Budget Expenditure Increase</b>				<b><u>700.00</u></b>	
<b>Net Impact On Capital Projects Fund</b>				<b><u>0.00</u></b>	

\* Or as previously amended

**ORDINANCE AMENDING THE 2020 GENERAL FUND BUDGET TO ACCEPT FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE PURPOSE OF GUN INVOLVED VIOLENCE ELIMINATION**

---

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**February 2020 Budget Amendments – GIVE Grant**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.,* Corporation Counsel

**MEMO IN SUPPORT**

The Police Department will receive grant funding from the NYS Division of Criminal Justice Services for the purpose of Gun Involved Violence Elimination (GIVE). The GIVE initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE. The grant period is from July 1, 2019 through June 30, 2020. The amount of this budget amendment is the remaining amount available for the grant period.

# Schedule A

ORD#5

## February 2020 Budget Amendments – GIVE Grant

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
<b>Revenues</b>					
State Aid	A.3000.3389.1100.0000	GIVE Grant	0.00	130,156.00	130,156.00
Federal Aid	A.3000.4960.1100.0000	GIVE Grant	90,244.00	(90,244.00)	0.00
<b>Expenditures</b>					
Police	A.3120.0101.1100.0000	Permanent Salaries	9,810,243.00	67,288.00	9,877,531.00
Police	A.3120.0103.1100.0000	Overtime - GIVE Grant	50,265.00	(8,387.00)	41,878.00
Police	A.3120.0409.1100.0000	Consultant Services - GIVE Grant	0.00	19,490.00	19,490.00
Police	A.3120.0409.0416.0000	Consultant Services - GIVE Grant	38,479.00	(38,479.00)	0.00
<b>Net Impact On General Fund</b>				<b>0.00</b>	

\* Or as previously amended



## Division of Criminal Justice Services

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: Troy City Police Department	Date: <b>June 6, 2019</b>
Program Name: GIVE (2019-2020)	Award Amount <sup>45</sup> : \$189,665
Signatory Name and Title: Brian Owens Chief	Term Dates: <b>July 1, 2019 through June 30, 2020</b>
Email: Brian.Owens@troyny.gov	Project ID No.: GV19-1044-D00
SFS Vendor ID No.: 1000002394	Contract No.: C484681
<p>Congratulations on your 2019-20 award for the DCJS Gun Involved Violence Elimination (GIVE) initiative.</p> <p>Your DCJS Grants Representative will be contacting you shortly to review any remaining contract requirements. Please note that prompt completion of this step will facilitate timely execution of your contract.</p> <p>DCJS is pleased to be able to provide your agency with this funding and we look forward to working with you in our continued efforts to maintain New York's standing as the safest large state in the nation.</p>	
<p>The award amount listed above is contingent on the availability of state funds. If you have any questions about this award, please contact:</p> <p style="text-align: center;"><b>Dave Martin</b> <b>Public Safety Grants Representative 3</b> <b>NYS Division of Criminal Justice Services</b> <b>Office of Program Development and Funding</b> <b>(518) 485-9607 or <a href="mailto:David.Martin@DCJS.NY.GOV">David.Martin@DCJS.NY.GOV</a></b></p>	

<sup>45</sup> Contingent upon available funding and execution of the contract and approval of the Attorney General and the Office of the State Comptroller.



PERSONNEL		Requested Budget	Awarded Budget
<b>Job Title / Position</b>			
	Aggravated Assaults/Gun Prosecutor	\$83,000	\$83,000
	Confidential Investigator	\$40,787	\$40,787
	<b>Job Title/ Position Total</b>	<b>\$123,787</b>	<b>\$123,787</b>
<b>Fringe Benefits for Positions</b>			
	Aggravated Assaults/Gun Prosecutor	\$12,964	\$12,964
	Confidential Investigator	\$2,702	\$2,702
	<b>Fringe Benefits Total</b>	<b>\$15,666</b>	<b>\$15,666</b>
	<b>TOTAL PERSONNEL</b>	<b>\$139,453</b>	<b>\$139,453</b>
<b>HOT-SPOT POLICING</b>			
	<b>TOTAL HOT-SPOT</b>	<b>\$0</b>	<b>\$0</b>
<b>FOCUSED DETERRENCE</b>			
	<b>TOTAL FOCUSED DETERRENCE</b>	<b>\$0</b>	<b>\$0</b>
<b>CPTED</b>			
	<b>TOTAL CPTED</b>	<b>\$0</b>	<b>\$0</b>
<b>STREET OUTREACH</b>			
	<b>TOTAL STREET OUTREACH</b>	<b>\$0</b>	<b>\$0</b>
<b>TRAVEL &amp; TRAINING</b>			
	DCJS/GIVE related trainings	\$1,500	\$1,000
	<b>TOTAL TRAVEL &amp; TRAINING</b>	<b>\$1,500</b>	<b>\$1,000</b>
	<b>DISTRICT ATTORNEY'S OFFICE TOTAL</b>	<b>\$140,953</b>	<b>\$140,453</b>

SHERIFF'S OFFICE BUDGET		
PERSONNEL	Requested Budget	Awarded Budget
<b>Job Title / Position</b>		





TOTAL TRAVEL & TRAINING	\$1,500	\$1,000
COUNTY PROBATION TOTAL	\$92,969	\$92,469
COUNTY GRAND TOTAL -	\$424,087	\$422,587

**ORDINANCE TO ACCEPT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE -  
FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND  
AMEND THE 2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS**

---

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

**Section 1.** The City of Troy 2020 General Fund Budget is herein amended as set forth in Schedule A entitled:

**Public Safety - Police  
FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
2020 Expenses**

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

To accept funds of \$30,231 from the U.S. Department of Justice JAG Program for the purpose of activities as defined in the attached grant agreement. The grant period is from October 1, 2018 through September 30, 2022. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2020. Should funding remain unspent, such funds and appropriations of the grant will be re-allocated in the 2021 City Budget.

# Schedule A

ORD#6

## Public Safety - Police

### FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2020 Expenses

#### 2020 Budget Amendment

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<b><u>General Fund</u></b>			
<b>Revenue</b>			
A.3000.4389.0107 U.S. Department of Justice JAG Program	\$46,247.00	\$30,231.00	\$76,478.00
<b>Total Revenue Increase</b>		<u>\$30,231.00</u>	
<b>Expenditures</b>			
A.3120.0103.0107 Overtime - JAG Program	\$46,247.00	\$30,231.00	\$76,478.00
<b>Total Expenditures Increase</b>		<u>\$30,231.00</u>	

\*Or as previously amended



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  City of Troy 1776 Sixth Avenue Troy, NY 12180-3406	4. AWARD NUMBER: 2019-DJ-BX-0066	
	5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
	6. AWARD DATE 09/26/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 146002473	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 086955077	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE City of Troy (NY) FY2019 BJA Edward Byrne Memorial Justice Assistance Grant Project	10. AMOUNT OF THIS AWARD \$ 30,231	
	11. TOTAL AWARD \$ 30,231	

12. SPECIAL CONDITIONS  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT  
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT  
GPRS

**AGENCY APPROVAL** **GRANTEE ACCEPTANCE**

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Patrick Madden Mayor
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-8-19
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**AGENCY USE ONLY**

20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT  X B DJ 80 00 00 30231	21. UDJUGT1040
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## U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2019

The Honorable Patrick Madden  
City of Troy  
1776 Sixth Avenue  
Troy, NY 12180-3406

Dear Mayor Madden:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$30,231 for City of Troy.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Ania Dobrzanska, Program Manager at (202) 598-7476; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice  
Office of Justice Programs  
Office of Civil Rights

Washington, DC 20531

September 26, 2019

The Honorable Patrick Madden  
City of Troy  
1776 Sixth Avenue  
Troy, NY 12180-3406

Dear Mayor Madden:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

**ORDINANCE TO ACCEPT FUNDS FROM THE US DEPARTMENT OF JUSTICE  
OFFICE OF VIOLENCE AGAINST WOMEN AS A SUBRECIPIENT AND AMEND  
THE 2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS**

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

**Section 1.** The City of Troy 2020 General Fund Budget is herein amended as set forth in Schedule A entitled:

**Public Safety – Police  
OVW – Improving Criminal Justice Responses Program**

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

To accept funds of \$192,768 and appropriate such funds from the U.S. Department of Justice Office of Violence Against Women Improving Criminal Justice Responses Program. The City of Troy is a subrecipient of this grant and has entered into a subaward agreement with Unity House of Troy, Inc. Unity House of Troy, Inc. is the pass through entity of this award. These funds are to be utilized for the purpose ensuring that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law. The grant period is from October 1, 2019 through September 30, 2022. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2020. Should funding remain unspent, such funds and appropriations of the grant will be re-allocated in the 2021 City Budget.

# Schedule A

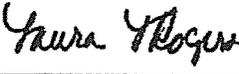
ORD#7

## Public Safety - Police OVW - Improving Criminal Justice Responses Program

### 2020 Budget Amendment

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<b><u>General Fund</u></b>			
<b>Revenue</b>			
A.3000.4960.1101 Violence Against Women	\$0.00	\$61,304.00	\$61,304.00
<b>Total General Fund Revenue Increase</b>		<b><u>\$61,304.00</u></b>	
<b>Expenditures</b>			
A.3120.0101 Police - Salaries	\$9,810,243.00	\$28,970.00	\$9,839,213.00
A.3120.0103.1101 Police - Overtime - Violence Against Women	\$0.00	\$28,000.00	\$28,000.00
A.3120.0203.1101 Police - Other Equipment - Violence Against Women	\$0.00	\$1,000.00	\$1,000.00
A.3120.0411.1101 Police - Travel - Violence Against Women	\$0.00	\$3,334.00	\$3,334.00
<b>Total General Fund Expenditure Increase</b>		<b><u>\$61,304.00</u></b>	

\*Or as previously amended

 <b>U.S. Department of Justice</b> <b>Office on Violence Against Women</b>		<b>Grant</b>		PAGE 1 OF 13
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</b> Unity House of Troy, Incorporated 2431 Sixth Avenue Troy, NY 12180-2227		<b>4. AWARD NUMBER:</b> 2019-WE-AX-0008  <b>5. PROJECT PERIOD:</b> FROM 10/01/2019 TO 09/30/2022 <b>BUDGET PERIOD:</b> FROM 10/01/2019 TO 09/30/2022		
<b>2a. GRANTEE IRS/VENDOR NO.</b> 232378930		<b>6. AWARD DATE</b> 09/17/2019		<b>7. ACTION</b>  Initial
<b>2b. GRANTEE DUNS NO.</b> 826403339		<b>8. SUPPLEMENT NUMBER</b> 00		
<b>3. PROJECT TITLE</b> Coordinated Criminal Justice and Service Supports for Survivors of Domestic/Dating Violence, Sexual Assault, and Stalking in Rensselaer County, New York		<b>9. PREVIOUS AWARD AMOUNT</b> 50		
		<b>10. AMOUNT OF THIS AWARD</b> \$ 500,000		
		<b>11. TOTAL AWARD</b> \$ 500,000		
<b>12. SPECIAL CONDITIONS</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
<b>13. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)				
<b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</b> 16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program				
<b>15. METHOD OF PAYMENT</b> GPRS				
<b>AGENCY APPROVAL</b>		<b>GRANTEE ACCEPTANCE</b>		
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</b>  Laura L. Rogers Acting Director		<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b>  Christopher Burke Chief Executive Officer		
<b>17. SIGNATURE OF APPROVING OFFICIAL</b>  		<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</b>  		<b>19A. DATE</b> 9/19/2019
<b>AGENCY USE ONLY</b>				
<b>20. ACCOUNTING CLASSIFICATION CODES</b> FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A W4 29 00 00 500000		<b>21.</b> W419D00030		

OJP FORM 4000/Z (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/Z (REV. 4-88)

**SUBAWARD AGREEMENT**  
 between  
**UNITY HOUSE OF TROY, INC.**  
 and  
**TROY POLICE DEPARTMENT,**  
**CITY OF TROY, NEW YORK**

Subrecipient's unique entity identifier (DUNS Number):

Federal/State Award Identification (Prime Award): FY2019 Improving Criminal Justice Responses Grant Program

Federal/State Award Identification Number (FAIN): 2019-WE-AX-0008

Subaward Number: UH378-2019-02

Federal/State Award Date: September 17, 2019

Subaward Period of Performance Start and End Date: 10/1/2019-9/30/2022

Amount of Federal/State Funds Obligated by this Action by Unity House to the Subrecipient (Subrecipient will be reimbursed based on actual, documented, allowable expenditures):  
\$192,768

Total Amount of Federal/State Funds Obligated to the Subrecipient by Unity House Including the Current Obligation: \$192,768

Total Amount of the Federal/State Award Committed to the Subrecipient by Unity House: \$0

Federal/State Award Project Description: The FY2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to sexual assault, domestic violence, dating violence, and stalking.

Name of Federal/State awarding agency (Prime Sponsor): United States Department of Justice, Office on Violence against Women

Name of Pass-through entity, and contact information for awarding official of the Pass-through entity:

Christopher Burke  
 Chief Executive Officer  
 Unity House of Troy, Inc.  
 2431 Sixth Avenue  
 Troy, NY 12180  
 518-274-2607

CFDA Number and Name: 16.590 – Improving Criminal Justice Responses Grant Program also known as the Arrest Program

Subrecipient's indirect cost rate/de minimis rate for the Federal/State Pass-through award: 10.0%

Unity House of Troy, Inc., (Unity House), enters into this Subaward (Agreement) with the Troy Police Department (Subrecipient), for the conduct of certain Work, upon the following terms and conditions and Exhibits as required, attached, which are incorporated herein for all purposes.

1. Statement of Work. Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A (Work).

UH378-2019-02

Page 2 of 12

2. Budget. The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work. Any proposed change in the allocation of funds should get prior approval from Unity House.
  3. Improving Criminal Justice Responses Program (Prime Award) and attachments. (Exhibit C). The Subrecipient is required to abide by all pertinent clauses of the prime award agreement and attachments (Exhibit Ca: Prime Award, Exhibit Cb: Program Solicitation, and Exhibit Cc: Project Narrative).
  4. Business Associates Agreement. In cases where Subrecipient needs access to Unity House confidential data, Subrecipient must execute a Business Associates Agreement (Exhibit D).
  5. Period of Performance. The period of performance is specified above. Extensions of the Period of Performance require the prior written approval of Unity House, and must be requested at least 120 days prior to the end of the subaward period.
  6. Key Personnel. Subrecipient's performance under this Agreement shall be under the direction of Subrecipient project supervisor, who is considered essential to the Work. Substitutions or substantial changes in grant funded personnel's level of effort will be only for compelling reasons and with the prior written approval of Unity House.
  7. Independent Contractor. Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between Unity House and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Unity House shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
  8. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
  9. Licensing. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the Unity House is providing funding under this Agreement, Unity House may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to Unity House.
10. Estimated Cost. The total estimated cost of performing the Work is \$192,768. In no event shall Unity House be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total estimated cost unless this Agreement is modified in writing in accordance with Article 25, "Changes."

UH378-2019-02

Page 3 of 12

11. Allowable Costs. The allowability of costs under this Agreement shall be determined in accordance with a) the cost principles applicable to the Subrecipient, and b) the terms of this Agreement.
12. Vouchering. The Subrecipient shall submit vouchers to, and for approval by, Unity House on a monthly basis, by the 15th of the following month. In order to be eligible for reimbursement, vouchers shall be for allowable, approved costs incurred in accordance with the terms of this Agreement and shall display expenses for reimbursement by budget category pursuant to Exhibit B. Vouchers must be accompanied by sufficient documentation, as specified in Exhibit B. Unity House must be in receipt of all vouchers under this Agreement, including the final voucher (marked "FINAL"), no later than 15 days after the termination of this Agreement or the vouchers may not be honored by Unity House. An authorized representative of the Subrecipient shall certify on each voucher that the costs are the actual costs as recorded in Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

If the Subrecipient estimates that they will not be able to fully expense the funds awarded to them by this agreement, they should notify Unity House as soon as possible, but no later than 120 days before the end of the subaward period. Unity House will work with the Subrecipient to adjust the budget and if necessary will request a budget modification to reallocate the funds.

13. Payment. Payment for allowable, approved expenses shall be made upon receipt of voucher. Payment shall be contingent upon the availability of funding from the Prime Sponsor (funding agency) under the Prime Agreement. In the event that Unity House learns that it will be unable to make payment to the Subrecipient because funding from the Prime Sponsor is cancelled or withdrawn, it must give the Subrecipient prompt notice of such information, and the Subrecipient will have the option to cease work but will not otherwise seek recovery against Unity House. Payment is also contingent upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. The final payment under this Agreement shall be made upon receipt by Unity House of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing Unity House for amounts paid the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of this Agreement may result in the withholding of payment and/or immediate termination.

If any disagreement about billing arises which cannot be resolved between the Subrecipient and the Unity House Accounting Manager, the Unity House Assistant Director of Finance and pertinent Unity House Program Director will assist. If further clarification is needed, the matter will be presented to the contract representative for the funding agency (Prime Sponsor). If necessary, the Unity House Director of Finance and the Unity House Chief Executive Officer will be consulted.

14. Monitoring. Unity House will make periodic monitoring visits to the Subrecipient to examine program and fiscal records. The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

UH378-2019-02

Page 4 of 12

- 14.1 Records providing a full description of each activity undertaken;
- 14.2 Records demonstrating that each activity undertaken meets the requirements of the Prime Sponsor;
- 14.3 Records required to determine the eligibility of activities;
- 14.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved.

Unity House will give the Subrecipient notice before making a visit. Unity House will inform the Subrecipient of any concerns or findings, and assist the Subrecipient to devise and implement corrective action if necessary.

15. Audit. Unity House, the funding agency, or their duly authorized representatives shall, until three years (unless otherwise specified by Prime Award) after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice Unity House or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken, shall continue until such appeals, litigation, claims, or exceptions are disposed of.
16. Compliance Program. Subcontractor will participate, in good faith and as appropriate, in our Compliance Program. Any questions should be directed to the Unity House Authorized Representative for Compliance (see Contact Information section below for details). Compliance documents are located at <https://www.unityhouseny.org/about/compliance>.
17. Conflict of Interest and Whistleblower Policies. Subcontractor will provide copies of their Conflict of Interest policies for board and staff as well as their whistleblower policy.
18. Reports. Subrecipient shall furnish reports of findings and progress made under this Agreement in accordance with the following schedule:
- | <u>Report Type</u> | <u>Due Date</u>           | <u>Deliver To</u>                               |
|--------------------|---------------------------|---|
| Program            | 01/15/2020                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 07/15/2020                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 01/15/2021                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 07/15/2021                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 01/14/2022                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 07/15/2022                | Unity House Authorized Rep. for Grant Matters*  |
| Fiscal             | 10/14/2022                | Unity House Authorized Rep. for Grant Matters*  |
|                    | 15 <sup>th</sup> of Month | Unity House Authorized Rep. for Fiscal Matters* |
- \*See Contact Information section below for details.
19. Special Conditions. The Subrecipient agrees to abide by all applicable special conditions as specified by Prime Sponsor in the Prime Award (Appendix C).

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20. General Conditions. In addition to the specific clauses of this Agreement, the Subrecipient shall comply with all Federal/State/local laws and regulations applicable to the Work being performed under this Agreement. The Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, OVW's implementing regulations at 28 CFR Part 90, the attached Notice of Funds Availability for the program, other program directives, Executive Orders and any other applicable Federal or State requirements.

Other applicable Federal/State requirements with which the Subrecipient must comply include, but are not limited to:

- 20.1 For Federal Awards: 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") and 24 CFR part 87 ("New Restrictions on Lobbying").
- 20.2 The Subrecipient must comply with the confidentiality and privacy requirements under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), and all applicable Federal, State, and local laws regarding privacy and confidentiality of health-related information. Confidentiality requirements are described in further detail in the NOFA (Attachment C.a of Exhibit C).
- 20.3 Managing Federal Credit Programs. The Subrecipient certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in the repayment of any federal debt as defined by OMB Circular A-129.
- 20.4 Civil Rights and Equal Employment. The Subrecipient shall comply with all federal, state, and local laws prohibiting workplace discrimination, including those listed below. For more information, visit the U.S. Equal Employment Opportunity Commission website (<https://www.eeoc.gov/>) or the NYS Attorney General's website (<https://ag.ny.gov/civil-rights/employment-discrimination-laws>).
- 20.4.1 The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- 20.4.2 The Subrecipient shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed

- (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- 20.4.3 At the request of the contracting agency, the Subrecipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- 20.4.4 The Subrecipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest.
- 20.4.5 The Subrecipient will include the provisions listed above in EEO sections .1 through .4. in every subcontract in such a manner that the requirements will be binding upon each subcontractor as to work in connection with the contract.
- 20.5 Debarment and Suspension. The Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20.6 Audits of States, Local Governments, and Non-Profit Organizations. By signing this Agreement, Subrecipient represents that it complies with the requirements of OMB Circular A-133. Subrecipient must submit a letter of notification as required by Section 320(e)2, unless a reporting package as required by Section 320(C) is necessary because there were findings and questioned costs relating to federal awards Unity House provided. The notification or the reporting package (if required) must be submitted within nine months after the end of the audit period. Subrecipient further agrees to permit access by duly authorized representatives of Unity House or the Prime Sponsor to Subrecipient's records and financial statements as necessary to ensure compliance pursuant to this clause.
21. Assignment. The Subrecipient may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Unity House, except as expressly allowed in the approved award.
22. Termination. Unity House may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the

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Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Prime sponsor guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to Unity House of reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by Unity House.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either Unity House or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, Unity House determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Unity House may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, UH may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

23. General Release. Subrecipient's acceptance of payment of the final voucher under this Agreement shall release Unity House from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Unity House.
24. Use of Name. Neither the Subrecipient nor Unity House shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party. This restriction shall not apply to publicly available documents available that identify the existence of the agreement.
25. Changes. By mutual agreement, the Subrecipient and Unity House may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and Unity House.
26. Indemnification. Subrecipient shall hold Unity House harmless from and shall indemnify Unity House for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subrecipient or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subrecipient shall indemnify, save and hold harmless Unity House and the Federal or State government and its

representatives against any liability resulting from any willful or intentional violation by the Subrecipient arising out of any services performed under this Agreement.

27. Insurance Requirements. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Unity House may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:
- a. Workers' compensation in amounts no less than required by law;
  - b. Employer's Liability Insurance with a limit of \$1,000,000;
  - c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
  - d. Abuse and molestation insurance with a limit of \$1,000,000 per claim;
  - e. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
  - f. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Unity House as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide Unity House with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Unity House shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Unity House pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Unity House immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Unity House pursuant to this Agreement shall be deemed a material breach of this Agreement and Unity House shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

In the event that the Subrecipient were to lack the insurance required by this section at any time while this Agreement is in effect and a third party brings a claim against Unity House that would have been covered by such insurance, the Subrecipient shall indemnify and hold Unity House harmless for all liabilities, losses, and expenses (including attorney's fees) arising out of such claim and Unity House's defense of such claim.

28. Equipment. In accordance with Prime Sponsor requirements, except for equipment defined as Government Furnished Equipment, the Subrecipient will retain title to all equipment purchased under this Agreement. For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the Subrecipient for financial statement purposes or \$5,000. The Subrecipient agrees to maintain sufficient records for accountability.

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29. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
30. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuits arising from or incident to this Agreement.
31. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
32. Entire Agreement. This Agreement constitutes the entire agreement between Unity House and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Unity House and the Subrecipient with respect to this Agreement.

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Contact Information.Program matters.

For Subrecipient: Brian Owens  
Chief of Police  
Troy Police Department  
1700 6<sup>th</sup> Avenue  
Troy, NY 12180  
Phone: (518) 270-4421  
Email: [brian.owens@troyny.org](mailto:brian.owens@troyny.org)

For Unity House: Tabitha Dunn  
Service Director  
Unity House of Troy, Inc.  
Unity House Domestic Violence Services  
2431 Sixth Avenue / 504 Broadway  
Troy, NY 12180  
Phone: (518) 272-5917  
Fax: (518) 272-5752  
Email: [Tdunn@UnityHouseNY.org](mailto:Tdunn@UnityHouseNY.org)

Grant administration matters.

For Subrecipient: Brian Owens  
Chief of Police  
Troy Police Department  
1700 6<sup>th</sup> Avenue  
Troy, NY 12180  
Phone: (518) 270-4421  
Email: [brian.owens@troyny.gov](mailto:brian.owens@troyny.gov)

For Unity House: Grants & Contracts Department\*  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [Grants.Contracts@UnityHouseNY.org](mailto:Grants.Contracts@UnityHouseNY.org)

Grant vouchering/financial matters.

For Unity House: Kesa Shea\*  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [KShea@UnityHouseNY.org](mailto:KShea@UnityHouseNY.org)

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Compliance matters.

For Unity House:

Andrea Ryan  
Unity House of Troy, Inc.  
2431 Sixth Avenue  
Troy, New York 12180-2227  
Phone: (518) 274-2607  
Fax: (518) 271-8502  
Email: [ARyan@UnityHouseNY.org](mailto:ARyan@UnityHouseNY.org)

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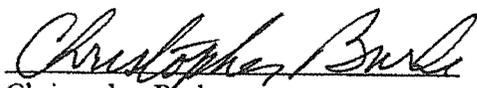
This Agreement is the complete agreement of the Subrecipient and Unity House and supersedes all prior understandings regarding the Work.

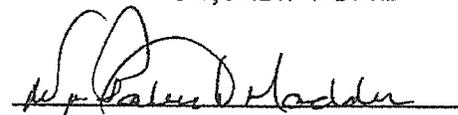
By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

**UNITY HOUSE OF TROY, INC.**

**CITY OF TROY, NEW YORK**

  
\_\_\_\_\_  
Christopher Burke  
Chief Executive Officer

  
\_\_\_\_\_  
Patrick Madden  
Mayor

10/15/19  
\_\_\_\_\_  
Date

10-18-19  
\_\_\_\_\_  
Date

EXHIBIT B



**Troy Police Department****Personnel:**

Year	Position Title/Name	Salary	% FTE	of Months	Cost
Year 1	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 1	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 1	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 1	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
<b>Year 1 Total</b>					<b>\$ 56,970</b>
Year 2	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 2	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 2	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 2	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
<b>Year 2 Total</b>					<b>\$ 56,970</b>
Year 3	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 3	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 3	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 3	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
<b>Year 3 Total</b>					<b>\$ 56,970</b>

**TOTAL PERSONNEL COSTS****\$ 170,910****Domestic Violence Investigator 1 (Colaneri)**

The Domestic Violence Investigator (DV Investigator; Troy PD) - Detective Sergeant Colaneri will have his primary office in the Survivor Services Sanctuary at the domestic violence program and will be responsible for completing domestic incident reports, reviewing domestic violence cases, collecting evidence, providing trauma informed supportive services to survivors, conducting unannounced follow-up home visits, engaging in joint case review, and working with the Police Advocate on the joint follow-up procedure following domestic incident reports filed with Troy PD. Will serve on the CCR Team and attend monthly CCR meetings.

**Domestic Violence Investigator (Overtime )**

Domestic Violence Investigator Overtime (DV Investigator; Troy PD) - The overtime component will allow the DV Investigator greater availability and flexibility to meet the requirements of the position, including following up with survivors and intelligence based investigation.

**Domestic Violence Investigator 2 (Overtime)**

Domestic Violence Investigator Overtime (DV Investigator; Troy PD) - The overtime component will allow the DV Investigator greater availability and flexibility to meet the requirements of the position, including following up with survivors and intelligence based investigation.

**Patrol (Overtime)**

Patrol Overtime (Patrol; Troy PD) -The overtime component will allow the Troy Police Department patrol to conduct follow up investigations on Domestic Incident Reports that they have taken and conduct follow up home visits with the Police Advocate on non-violent and non-emergent cases of domestic violence.

**Required travel for OVW Technical Assistance trainings as per contract.**

\$3,334 out of the \$10,000 required for the subawardee OVW mandated technical assistance and training has been allocated to cover the cost of travel for staff in accordance with program guidelines. The remaining amount of \$6,666 has been allocated for other subaward travel in the amount of \$3,333 each which can be found in Section G of this form. The sites of the training sessions are unknown at this time. Travel estimates are based upon the applicant's formal written travel policy. Anticipated funds will cover airfare, transportation, lodging and per diem expenses. Requesting \$1,627 for Year 1 and \$1,707 for Year 2 for 1 person totaling \$3,334.

Year 1: 1 trip \$475 Airfare + 3 nights lodging (\$225 x 3) + 3 days transportation (\$20 x 3), + 3 days per diem (\$76 x 3) = 1,438 + 189 for additional expenses such as cab fare, luggage fees, etc.

Year 2: trip \$480 Airfare + 3 nights lodging (\$250 x 3) + 3 days transportation (\$20 x 3), + 3 days per diem (\$76 x 3) = 1,518 + 189 for additional expenses such as cab fare, luggage fees, etc.

Year 1:	1 Trip x 1 person + \$189	\$ 1,627
Year 2:	1 Trip x 1 person + \$189	\$ 1,707

<b>TOTAL OVW REQUIRED TRAVEL</b>	<b>\$ 3,334</b>
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**Supplies**

The two tablets will be used by the Domestic Violence Investigators for the purpose of completing reports and

Year 1: Estimating \$500 each x 2 tablets	\$ 1,000
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<b>TOTAL SUPPLIES</b>	<b>\$ 1,000</b>
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<b>SUBTOTAL</b>	<b>\$ 175,244</b>
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**Administration:**

A 10% Deminimus Rate on Direct Costs	\$ 17,524
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<b>TOTAL ADMINISTRATION</b>	<b>\$ 17,524</b>
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<b>TROY POLICE DEPARTMENT GRAND TOTAL</b>	<b>\$ 192,768</b>
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**ORDINANCE TO ACCEPT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES TACTICAL TEAM TARGETED GRANT PROGRAM AND AMEND THE 2020 SPECIAL REVENUE FUND BUDGET TO APPROPRIATE FUNDS**

---

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

**Section 1.** The City of Troy 2020 Special Revenue Fund Budget is herein amended as set forth in Schedule A entitled:

**Special Revenue Budget Amendment  
Public Safety - Police  
NYS Division of Homeland Security and Emergency Services  
Tactical Team Grant Program**

which is attached hereto and made a part hereof.

**Section 2.** This act shall take effect immediately.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

To accept funds of \$100,000 and appropriate such funds from the NYS Division of Homeland Security and Emergency Services Tactical Team Grant Program for the purpose of activities as defined in the attached grant agreement. The grant period is from October 1, 2019 through August 31, 2021.

# **Schedule A**

ORD#8

## **Special Revenue Budget Amendment**

### **Public Safety - Police**

#### **NYS Division of Homeland Security and Emergency Services**

#### **Tactical Team Grant Program**

	<b><u>Original *</u></b> <b><u>Budget</u></b>	<b><u>Change</u></b>	<b><u>Revised</u></b> <b><u>Budget</u></b>
<b><u>Special Revenue Fund</u></b>			
<b>Revenue</b>			
CD.3000.4305.8000.8333 NYS Homeland Security Tactical Team Grant	\$0.00	\$100,000.00	\$100,000.00
<b>Total Revenue Increase</b>		<b><u>\$100,000.00</u></b>	
<b>Expenditures</b>			
CD.2019.0203.8000.8333 Equipment - Tactical Team	\$0.00	\$84,800.00	\$84,800.00
CD.2019.0409.8000.8333 Consultant Services - Tactical Team	\$0.00	\$8,000.00	\$8,000.00
CD.2019.0411.8000.8333 Travel - Tactical Team	\$0.00	\$7,200.00	\$7,200.00
<b>Total Expenditures Increase</b>		<b><u>\$100,000.00</u></b>	

\*Or as previously amended



**ANDREW M. CUOMO**  
Governor

**PATRICK A. MURPHY**  
Commissioner

September 9, 2019

The Honorable Patrick Madden  
Mayor, City of Troy  
433 River Street, 5th Floor  
Troy, NY 12180

Dear Mayor Madden:

I am pleased to announce that the City of Troy has been awarded \$100,000 in federal funding under the FY2018 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2019 through August 31, 2021.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's sustainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, all capabilities developed through federal FY2018 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

In order to ensure these funds are made available as quickly as possible, a representative from DHSES's Grants Program Administration Unit will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick A. Murphy". The signature is written in a cursive style with a long horizontal flourish at the end.

Patrick A. Murphy  
Commissioner

cc: Detective Sergeant John Becker, Troy City Police Department

<p><b>STATE AGENCY</b> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C164189 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address) Troy, City of 1 Monument Square Troy, NY 12180</p>	<p><u>TYPE OF PROGRAMS:</u> WM2018 SHSP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM18164189</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 14-6002472 <u>MUNICIPALITY NO:</u> (if applicable) 380257000 000 <u>SFS VENDER NO:</u> 1000002394 <u>DUN &amp; BRADSTREET NO:</u> 086955077</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2019 TO 08/31/2021 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$100,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption.  <u>n/a</u>  <div style="border: 1px solid black; padding: 5px; width: fit-content;">Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div></p>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: Michele Wahrlich , Director of Grants Program Administration Date: <u>09/20/2019</u> <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Patrick Madden , Mayor Date: <u>09/19/2019</u></p>	
<p>ATTORNEY GENERAL'S SIGNATURE  _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE  _____ Title: _____ Date: _____</p>

**Award Contract****SHSP****Project No.****Grantee Name**

TT18-1024-E00

Troy, City of

12/12/2019

**Budget Summary by Participant**

Troy, City of

Troy City Police Department - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	C-1 Procure consultant for training (Tactical night vision operator course) Prior DHSES approval is needed	1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
Total				\$8,000.00	\$8,000.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	E-2 Robotic platform (tactical robot and related items)	03OE-07-ROBT -	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
2	E-5 Infrared illumination devices (and related items)	04MD-01-IRIL	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
3	E-3 Interoperable communications equipment (radios and related items)	06CP-01-PORT	1	\$12,200.00	\$12,200.00	\$12,200.00	\$0.00
4	E-1 Tactical entry breaching tools (and related items)	20TE-00-NTRY	1	\$9,600.00	\$9,600.00	\$9,600.00	\$0.00
5	E-4 Personal protective equipment (body armor, ballistic helmets and related items)	01LE-01-ARMR	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
Total					\$84,800.00	\$84,800.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	T-1 Travel costs associated with members attendance at approved SWAT/ tactical training courses (lodging, registration and related items ) Prior DHSES approval	1	\$7,200.00	\$7,200.00	\$7,200.00	\$0.00
Total				\$7,200.00	\$7,200.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

**ORDINANCE AMENDING THE CITY'S  
NON-REPRESENTED EMPLOYEES' POLICY**

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

- Section 1.** The City of Troy has previously enacted legislation to create and/or amend a policy setting forth the wages, benefits, working conditions and other terms of employment for all City employees whom are not represented by a bargaining unit.
- Section 2.** This policy calls for periodic review and update(s) as necessary.
- Section 3.** The City of Troy hereby amends the City's Non-Represented Employees' Policy as attached hereto, made a part hereof and incorporates the entire Non-Representative Policy into this Ordinance.
- Section 4.** This ordinance shall take effect immediately and the Mayor, Chief Executive Officer of the City of Troy, shall be authorized to immediately implement said policy, as amended.

Approved as to form, February 6, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**MEMO IN SUPPORT**

This ordinance amends the policy for the City that covers all employees who are not covered under a collective bargaining agreement. This policy has not been amended for several years.

The amendments made herein include but are not limited to:

1. Addition of new positions created since the last amendment
2. Wage increases for full-time staff for fiscal years 2020 – 2023
3. Wage increases, reflective of minimum wage increases, for part-time staff for fiscal years 2020 – 2023
4. Language clarification on various sections within the document

The language changed within this policy is reflective of the numerous agreements that the City has made with the various bargaining units within the City over the last several years.

# **CITY OF TROY**

## **Non-Represented Employees Personnel Employment Policy**

*(~~Eff. 7-11-13~~)*

**Wm. Patrick Madden  
Mayor**

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**Non-Represented Employees**  
**Personnel Employment Policy**

The following "non-represented" employees shall be covered by ~~the policies in this employment manual~~this policy. A non-represented employee is any employee of the City of Troy not covered by any bargaining unit within the City of Troy.

**1. Administrative**

Budget Officer  
 City Clerk  
~~Commissioner of General Services~~  
 Commissioner of Public Safety  
 Commissioner of Public Works  
 Commissioner of Public Utilities  
 Comptroller  
 Confidential Assistant to the Mayor  
 Corporation Counsel  
 Deputy Commissioner of Public Works  
 Deputy Commissioner of Public Utilities  
 Deputy Corporation Counsel Full-time  
 Deputy Corporation Counsel(s) Part-time  
 Deputy Director of Office of Management and Budget  
 Deputy Director of Public Information  
 Deputy Mayor  
 Director of Information Services  
 First Deputy Corporation Counsel  
 Mayor  
 Personnel Director/~~Officer~~  
 Policy Analyst  
 Superintendent of Water and Sewer  
 Treasurer

**2. Clerical Staff**

Assistant to the Comptroller  
 Confidential Secretary to the Mayor  
 Confidential Secretary to the Commissioner of Public Safety  
~~Confidential Secretary to the Police Chief~~  
 Private Secretary to the Corporation Counsel  
 Private Secretary to the Deputy Mayor

**3. Part-time/Seasonal Administrative**

Boards and Commissions  
 Legislative Assistant  
 Executive Secretary Human Rights Commission  
 Executive Secretary to the Civil Service Commission  
 Secretary to the City Council President

**4. Temporary and Part-time Personnel**

- A. "101" - Accounts (full-time only)  
 Titles, which are encumbered by a leave of absence, but are filled on a full-time basis by someone in a 101 - payroll account.

- B. "102" - Accounts (full and part-time)  
All temporary, seasonal, and part-time employees not listed elsewhere in this plan, and all full-time temporary employees who are either: 1) designated as a temporary or seasonal employee; or 2) paid from a 102 - payroll account; or 3) paid from a temporary payroll account.

**5. City Council**

- City Council Members
- President of the City Council
- President Pro Tempore of the City Council

**SECTION 1 - SALARIES**

**GROUP A** - Per the Budget Process, salaries are recommended by the Mayor and approved by the City Council. In no event shall an incumbent employee in Group "A" be paid less than that which he/she was paid in the prior year's budget. However, a newly hired employee in Group "A" may be paid a salary as recommended by the Mayor not to exceed that approved by the City Council. Group A employees shall receive an increase in wages in accordance with "Appendix A".

**POSITION**

Assistant to the Comptroller

Budget Officer

City Clerk

Commissioner of General Services

Commissioner of Public Safety

Commissioner of Public Utilities

Commissioner of Public Works

Comptroller

Confidential Assistant to the Mayor

Confidential Secretary to the Commissioner of Public Safety

Confidential Secretary to the Mayor

Confidential Secretary to the Police Chief

Corporation Counsel

~~Deputy M~~Deputy Commissioner of Public Utilities

Deputy Commissioner of Public Works

Deputy Corporation Counsel Full-time

Deputy Corporation Counsel(s) Part-time

~~\_\_\_\_\_~~Deputy Director of Office of Management and Budget

Deputy Director of Public Information

Deputy Mayor

Director of Information Services

First Deputy Corporation Counsel

Personnel Director/Officer

Policy Analyst

Private Secretary to Corporation Counsel

Private Secretary to Deputy Mayor

Superintendent of Water and Sewer

Treasurer

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~~GROUP B - Per the Budget Process recommended by the Mayor and approved by the City Council. In no event shall an incumbent employee in Group "B" be paid less than that which he/she was paid in the prior year's budget. However, a newly hired employee in Group "B" may be paid a salary as recommended by the Mayor not to exceed that approved by the City Council.~~

~~POSITION - City Clerk~~

~~Confidential Assistant to the Mayor Confidential Secretary to Mayor~~

~~Deputy Director of Public Information Personnel Director~~

~~Private Secretary to Corporation Counsel~~

~~Private Secretary to Deputy Mayor~~

~~GROUP C-B - The salaries of the City Council and the Mayor shall be determined pursuant to the Troy City Charter.~~

POSITION

Mayor

President City Council

President Pro-Tem City Council

City Council Member

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**SECTION 2 – VACATION LEAVE**

A. Vacation leave is authorized absence from duty with pay and shall be earned in accordance with the following schedules.

The following groups are not eligible for vacation leave accruals:

- 3) Part-time/Seasonal Administrative
- 4B) Part-time Personnel ('102' Accounts)
- 5) City Council Members

The following groups are eligible for vacation leave accruals:

- 1) Administrative Employees, other than the Mayor

<u>Months of Service</u>	<u>Total per Anniversary Date Earned</u>
0 - 59 MONTHS	15 VACATION DAYS PER YEAR
60 - 108 MONTHS	20 VACATION DAYS PER YEAR
109 - 228 MONTHS	25 VACATION DAYS PER YEAR
229 AND OVER	30 VACATION DAYS PER YEAR

- 2) Clerical
- 4A) Full-time Temporary Employees

<u>Months of Service</u>	<u>Total per Anniversary Date Earned</u>
0 - 59 MONTHS	10 VACATION DAYS PER YEAR
60 - 108 MONTHS	20 VACATION DAYS PER YEAR
109 - 228 MONTHS	25 VACATION DAYS PER YEAR
229 AND OVER	30 VACATION DAYS PER YEAR

- B. Employees must work six (6) months to be eligible for vacation accruals.
- C. Employees will receive their vacation allotment on January 1<sup>st</sup> of each year. During the first calendar year of employment, vacation accruals will be prorated on a per month basis for employees that are not employed as of January 1. Formatted: Indent: Left: 0", Hanging: 0.5"
- D. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave.
- E. Employees may accumulate vacation leave credits to a maximum of seventy (70) days. Any employee whose previously approved vacation leave has been canceled in writing by the City shall be allowed to exceed this cap for a period of twelve (12) months by the amount of vacation which was canceled.
- F. Vacation leave schedules for Department Heads shall be approved by the Mayor. All other employees must receive approval from the appropriate Department Head.
- G. Vacation leave may not be allowed in advance of earned time, unless approved by the Mayor or his/her designee. Formatted: Indent: Left: 0", Hanging: 0.5"
- H. Employees shall be entitled to compensation for unused vacation leave to a maximum of thirty (30) days and only in the following instances:
1. Any regular employee who gives at least five (5) working days written notice regarding termination-resignation or retirement of his/her employment with the City for reasons other than disciplinary action shall be entitled to compensation for any unused portion of vacation leave time up to thirty (30) days, as of the date of separation.
  2. Any regular employee who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action shall be compensated for accrued and unused vacation leave time up to thirty (30) days.
  3. Any regular employee who enters military service, other than a temporary deployment, shall be entitled to compensation for unused vacation leave time up to thirty (30) days at the time he/she leaves-separates from the City to enter military service.
  4. Any regular employee entitled to vacation leave time who may die prior to his/her receipt of said benefit shall have an amount equivalent to his/her pay for such unused vacation leave time paid to his/her next-of-kin or estate or designated beneficiary.
  5. When computing compensation for unused vacation leave, rate of pay in effect during the months in which the vacation leave is used shall be the rate at which compensation shall be computed.
- I. Any employee who, for a period of six (6) consecutive months does not take any sick leave shall have one (1) day of vacation leave credit added for each such period earned. This provision shall not apply to any individual hired by the City after July 1, 2013.
- J. Employees may redeem up to ten (10) days per year of accrued, unused vacation leave, payable in any pay period designated by the employee and agreed upon by the City. In calendar year 2020 only, employees may redeem up to twenty (20) days of accrued, unused vacation leave, payable in any pay period designated by the employee and agreed upon by

the City. This is a one-time benefit to permit employees to cash out an additional 2 weeks' vacation leave only in calendar year 2020, as approved by the Mayor.

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**SECTION 3 – PERSONAL LEAVE**

A. Personal Leave is absence with pay to be used as necessary by the employee and may be taken without giving a reason thereof. Employees wishing to use personal leave shall notify the Mayor or his/her designee as far in advance as practicable.

The following groups are not eligible for Personal Leave accruals:

- 3) Part-time/Seasonal Administrative
- 4B) Part-time Personnel ('102' accounts)
- 5) City Council Members

The following groups are eligible for Personal Leave accruals:

- 1) Administrative Employees, other than the Mayor
- 2) Clerical Employees
- 4A) Full-time Temporary Employees

B. Employees shall earn four (4) personal leave days each year. Except as provided in Section C, such leave shall be credited January 1<sup>st</sup>. The use of Personal leave days is not subject to a wait period.

C. During their first calendar year of employment, employees shall earn personal leave on- the following basis:

- Those hired between 01/01 – 03/31 shall earn 4 personal days
- Those hired between 04/01 – 06/30 shall earn 3 personal days
- Those hired between 07/01 – 09/30 shall earn 2 personal days
- Those hired between 10/01 – 12/~~04~~31 shall earn 1 personal day

~~D.~~ ~~D.~~ Any personal leave not used by December 31 each year shall be converted to sick leave.

E. Any personal leave not used upon the effective date of an employee's retirement from the City of Troy, as defined in Section 9 of this Policycontract, shall be converted to sick leave.

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F. An employee who separates from City service, for reasons other than retirement, as defined in Section 9 of this-contract Policy, shall not be compensated for unused personal leave.

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EG. Any employee required to pay a health insurance premium shall receive an additional personal day effective 1/1/2008. Employees shall continue receiving the additional personal day effective on the 1<sup>st</sup> of each year as long as they continue to contribute to their health insurance premium.

**SECTION 4 – SICK LEAVE**

A. Sick leave is absence with pay necessitated by the illness or physical disability of the employee, other than that covered by the New York State Worker's Compensation Act. Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

The following groups are not eligible for Sick Leave accruals:

- 3) Part-time/Seasonal Administrative Employees
- 4B) Part-time Personnel ('102' accounts)
- 5) City Council Members

The following groups are eligible for Sick Leave accruals:

- 1) Administrative Employees, other than the Mayor
- 2) Clerical Employees
- 4A) Full-time Temporary Employees

- B. Employees employed as of and after July 1, 1986 shall earn sick leave credits at the rate of one-half (1/2) day per month for the first twenty-four (24) months of employment.

After the completion of the first twenty-four (24) months of employment, Eemployees shall earn sick leave credits at the rate of one (1) day, not to exceed the number of hours in their regular workday, per month. Paid leave days covered in this [Agreement Policy](#) shall be considered as days worked for accumulation of sick leave credits. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days. Sick leave shall be computed from the first full working day of the employee.

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However, no employee shall be entitled to sick leave credit until he/she shall have completed thirty (30) calendar days of employment, at which time he/she shall be credited with the number of hours he/she will have earned during that period of service. An employee who has not served thirty (30) calendar days of service shall not be paid for his/her absence due to illness.

~~Employees employed as of and after July 1, 1986 shall earn sick leave credits at the rate of one-half (1/2) day per month for the first twenty-four (24) months of employment.~~

- C. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for sick leave.
- D. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave.
- E. An employee absent on sick leave shall notify the Mayor or his/her supervisor of such absence, at least one hour prior to his/her scheduled starting time. Extreme major medical circumstances will allow the employee to be excused from this requirement.
- F. Employees may be required to produce a doctor's certificate after two (2) consecutive days of sickness or disability. However, because of an employee's prior sick leave record, the City may request a doctor's certificate after each such absence whether for one (1) day or less, as a condition of payment of sick leave. In the event of failure to submit proof of illness on request, or in the event that upon such proof as is submitted or upon the report of medical examination, the City determines that there is not satisfactory evidence or illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.
- G. Sick leave will not be granted when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City, except that sick leave may be used for time spent in an in-patient narcotics or alcohol

treatment or rehabilitation program. ~~Advanced sick leave credits shall not be granted in these instances.~~

- H. When an employee is separated from service with the City for other than disciplinary reasons and is subsequently reinstated or re-employed within one (1) year after such separation, the employee's sick leave credits accumulated and unused at the time of separation shall be restored. In the event an employee is laid off from service with the City, and is subsequently reinstated or re-employed within two (2) years of the lay off, that employee shall be reinstated or re-employed at the same level of benefits enjoyed at the time of the layoff.
- I. The current provisions of Section 41 (J) of the New York State Retirement and Social Security Law shall apply.
- J. When approved by the employee's Department Head or Mayor, if applicable, illness in the employee's immediate family may be charged against accumulated sick leave credits; provided however, that charge for such absence shall not exceed three (3) work days per occurrence. Proof of the need for such absences may be required. Advance notice of not less than twenty-four (24) hours shall be provided when possible. For the purpose of this section "immediate family" shall be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, or a member of the immediate household.

~~K. An employee shall be granted five (5) consecutive workdays' bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purposes hereof "immediate family" shall include natural, foster, step-parents or grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father-in-law, mother-in-law, or any relative residing in such employee's household. Such leave shall not be cumulative. Subject to verification, if requested, employees shall be granted three (3) scheduled days bereavement leave for brother-in-law, sister-in-law, son and daughter-in-law. Use of and payment of bereavement leave may be subject to verification.~~

## **SECTION 5 - HOLIDAYS**

- A. Holiday pay is compensation paid for time during which regularly scheduled work would normally be performed, said work having been suspended by reason of a general holiday.

### **4B) Part-time Personnel ('102' Accounts) are not eligible for Holiday pay**

The following groups will receive their regular paycheck without regard to the holiday schedule:

- 1) Administrative Employees, Mayor only**
- 3) Part-time/Seasonal Administrative Employees**
- 5) City Council Members**

The remaining groups are eligible for Holiday Pay:

- 1) Administrative Employees, other than the Mayor**
- 2) Clerical Employees**
- 4A) Full-time Temporary Employees**

- B. The following shall be general paid holidays for City employees:
  - a. New Year's Day
  - b. Martin Luther King Holiday (Third Monday in January)
  - c. Presidents Day (Third Monday in February)

- d. Memorial Day (Fourth Monday in May)
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day (Second Monday in October)
  - h. Veteran's Day
  - i. General Election Day (First Tuesday in November)
  - j. Thanksgiving Day
  - k. Day after Thanksgiving
  - l. Christmas Day
- C. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; when a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. If any employee is assigned to a department or bureau that is operating six (6) or seven (7) days per week and the holiday falls on the employee's day off, or if the holiday falls during an employee's vacation, he/she shall be given a lieu day for that day. Such day may be his/her next regularly scheduled workday.
- E. To qualify for holiday pay, an employee must have worked all of the regularly scheduled hours on the last scheduled work day before and next scheduled work day following a holiday unless excused.
- F. An employee on an unpaid leave-of-absence or layoff shall not receive holiday pay during such leave.

**SECTION 6 – OVERTIME AND COMPENSATORY TIME**

~~\_\_\_\_\_~~ Overtime and Compensatory time will be earned in accordance with the regulations of the Fair Labor Standards Act (FLSA) and with the authorization of the Department Head.

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The following groups are **not** eligible for Overtime or Compensatory time:

- 1) **Administrative Employees, other than the Confidential Assistant to the Mayor**
- 3) **Part-time Administrative Employees**
- 4B) **Part-time Personnel ('102' accounts)**

The following groups are eligible for Overtime or Compensatory time:

- 1) **Administrative Employees, Confidential Assistant to the Mayor only**
- 2) **Clerical Employees**
- 4A) **Full-time Temporary Employees**

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A. Authorized employees shall be compensated at one and one-half (1 ½) times the employees' regular rate of pay when said employees actually work in excess of forty (40) hours per work week. For purposes of this Section, personal, vacation, sick, holiday and any other form of leave with or without pay shall not be counted as hours of work. Such overtime work and pay must be approved by the employee's supervisor in writing.

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B. In lieu of overtime pay, an employee may elect to request ~~receive~~ compensatory time off at a rate of one and one-half (1 ½) for each hour actually worked in excess of forty (40) hours per week as defined in this Section. Such compensatory time off must be approved by the employee's supervisor in writing.

C. Compensatory time off may accumulate to a maximum of forty (40) hours per calendar year. Any excess hours sought for compensatory time off shall be paid as overtime pay. There shall be no carry-over of compensatory time off to a new calendar year. Any compensatory time earned but not taken by December 31 each year shall be paid to the employee the first pay

period in February in the new calendar year. Notwithstanding the foregoing, the City may at any time cash out and pay employees the value of compensatory time held by the City for each employee. Payment shall be at the rate of pay in effect at the time of payment,  
D. Compensatory time off may be taken in the minimum amount of one (1) hour. All requests for compensatory time off shall be approved by the employee's supervisor in writing. Requests for compensatory time off shall be submitted at least seventy two (72) hours in advance of the date and time requested off. Absent written approval, late submissions shall be denied.

**SECTION 7 – OTHER LEAVE**

**A. BEREAVEMENT LEAVE**

An employee shall be granted five (5) consecutive workdays' bereavement leave due to death in the immediate family during which period such employee shall sustain no loss of pay. For the purposes hereof "immediate family" shall include natural, foster, step-parents or grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father-in-law, mother-in-law, or any relative residing in such employee's household. Such leave shall not be cumulative. Subject to verification, if requested, employees shall be granted three (3) scheduled days bereavement leave for brother-in-law, sister-in-law, son and daughter-in-law. Use of and payment of bereavement leave may be subject to verification.

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**B. JURY DUTY**

A regular full-time employee shall be granted a leave of absence when required to report for jury duty provided that he/she shows evidence of such proposed jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty. If an employee serves on jury duty for one-half (1/2) day he/she is required to return to work for the remainder of the day. Documentation confirming jury service may be required by the City.

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**C. WORKERS' COMPENSATION LEAVE**

**SECTION 7 – JURY DUTY**

~~A regular full time employee shall be granted a leave of absence when required to report for jury duty provided that he/she shows evidence of such proposed jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty. If an employee serves on jury duty for one-half (1/2) day he/she is required to return to work for the remainder of the day. Documentation confirming jury service may be required by the City.~~

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a. A. Workers' Compensation Leave shall mean leave required as a result of the employee incurring an employment related compensable illness or injury while working for the City, as covered by the New York State Workers' Compensation Act.

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b. B. In order to be eligible for Workers' Compensation Leave an employee shall immediately report any illness or injury however minor, to his/her immediate supervisor.

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c. C. Employees on Workers' Compensation Leave shall keep all benefits except those excluded by Compensation Law for a period of sixty (60) calendar days following the date of the employee's accident. Except as provided above, employees on Workers' Compensation Leave shall not accrue sick or vacation leave.

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~~D. Employees on Workers' Compensation Leave shall have their family hospitalization coverage continued by the City for a period not to exceed six (6) months from the first day of Workers' Compensation Leave.~~

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~~d. When an employee is out for an extended Workers' Compensation injury for up to a six month period, starting from the date the employee goes out of work due to said injury, the City agrees to pay the employee's health insurance premium no matter the health plan selected by the employee for a period not to exceed six months. The injury must be established by the Workers' Compensation Board. The employee is responsible for paying the City back if the Workers' Compensation Board does not establish the injury.~~

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D. MILITARY LEAVE

The City will abide by applicable state and federal law.

**SECTION 9 – MILITARY LEAVE**

~~A. The City will abide by applicable state and federal law.~~

**SECTION 108 – HEALTH INSURANCE**

A. The Employer shall offer the health insurance plan, including prescription drugs, vision coverage and dental coverage available to other city employees.

The following groups are not eligible for health insurance:

- 3) Part-time Administrative Employees
- 4B) Part-time Personnel ('102') accounts
- 5) City Council Members

The following groups are eligible for health insurance:

- 1) Administrative Employees
- 2) Clerical Employees
- 4A) Full-Time Temporary Employees

B. For employees hired on or after January 1, 1996 the City shall pay eighty five (85%) towards the cost of the employees' applicable monthly premium equivalent (individual, family, or if offered by the City, two person).

C. For new employees hired on or after July 1, 2013, the City shall pay eighty percent (80%) toward the cost of the employees applicable monthly premium equivalent (individual, family, or if offered by the City, two person coverage).

D. In the event the City elects to change insurance carriers and/or plan(s), the new plan(s) will must have substantially comparable benefits to the extent possible. Plan participants are responsible for all applicable co-pays and deductibles.

E. Newly hired employees may enroll in the Employer's health plan as soon as practicable under the carrier's applicable enrollment requirements and procedures. Premiums are collected one month in advance of coverage.

F. Prescription drugs offered as part of the Employer's health plan will be available for employee co-payments of no less than ~~five-ten~~ dollars (~~\$510~~) for generic drugs, no less than ~~fifteen-twenty-five~~ dollars (~~\$1525~~) for preferred brand name drugs, and no less than ~~thirtyforty~~-five dollars (~~\$3545~~) for

non-preferred name brand drugs. Express Scripts or comparable mail order drugs will be offered at a ninety (90) day supply for the co-pay price of a sixty (60) day supply. CanaRx or a comparable program will be available for a zero dollar (\$0) co-pay for a ninety (90) day supply. Should the Can Rx option become unavailable or no longer be offered by the City, employees shall utilize either the point-of-service or mail order services referenced herein.

Emergency Care

Emergency room visit co-pay shall be \$100

Doctor's Office Visits

Office visits: pediatrics; internal medicine; family practice; specialist visits co-pay shall be \$25

Out-patient Surgery

F. Out-patient surgery co-pay shall be \$100

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G. For employees hired on or before June 30, 2013, Upon retirement from the City, which is further defined in Section 9 of this Policy, the Employer agrees to pay the cost of the health insurance premiums as follows (including health, prescription drugs, and vision coverage):

1. For employees with twenty five (25) years of service with the City of Troy, the City shall contribute 100% of the cost of the individual premium or the family premium, or two (2) person coverage if offered.
2. For employees with eighteen (18) years of service with the City of Troy, the City shall contribute 100% of the cost of the individual premium or 85 % of the cost of a family premium, or 85 % for two (2) person coverage if offered.
3. For employees with fifteen (15) years of service with the City of Troy, the City shall contribute 85% of the cost of the individual premium or 60 % of the cost of a family premium, or 60 % for two (2) person coverage if offered.
4. For employees with ten (10) years of service with the City of Troy, the City shall contribute 50% of the cost of the individual premium or family premium, or 50 % of two (2) person coverage if offered.
5. For employees with less than ten (10) years of service with the City of Troy, such employees are ineligible for health insurance coverage of any kind during retirement.

H. For new-employees hired on or after July 1, 2013, upon retirement from the City, which is further defined in Section 9 of this Policy, the Employer agrees to pay the cost of the health insurance premiums as follows (including health, prescription drugs, and vision coverage. The plans to be offered to retirees shall be those offered to active City employees, as those plans may change from time to time):

1. For employees with twenty five (25) years of service with the City of Troy, the City shall contribute 80% of the cost of the individual premium or 65% of the cost of the family premium.

2. For employees with twenty (20) years of service with the City of Troy, the City shall contribute 70% of the cost of the individual premium or 55% of the cost of a family premium.

3. For employees with fifteen (15) years of service with the City of Troy, the City shall contribute 60% of the cost of the individual premium or 45% of the cost of a family premium.

<u>Years of Service</u>	<u>Individual/Family/or Two (2) Person (if offered)</u>
15	60/45%
20	70/55%
25	80/65%

Employees hired on or after July 1, 2013, with less than fifteen (15) years service with the City shall not be eligible for retiree health insurance.

I. Upon retirement, the Employer agrees to pay fifty percent (50%) of the cost of dental coverage for eligible retirees.

J. All retirees shall enroll in Medicare when eligible and shall be responsible for any and all costs associated with enrollment and/or participation in Medicare in order to receive benefits from the City during retirement. For example, enrollment in Medicare Part B is required. Retirees and their qualified dependents/spouse who become Medicare eligible shall also enroll in the Medicare Advantage Plan or such other plan as designated by the City for such individuals. Enrollment in Medicare Part B is required.

~~JK.~~ Upon the death of the retiree, the spouse may continue the same coverage (health, prescription, dental and vision) at the same rate, if any, that the retiree was contributing.

~~KL.~~ The City shall provide and maintain the family dental plan currently offered by the City, which the City shall contribute one hundred (100%) percent of the annual premiums for coverage of members and their dependents or its substantial equivalent. Employees shall receive dental coverage after thirty (30) days employment with the City.

~~L.~~ ~~There shall be a \$2000 annual cap per person on all dental work.~~

M. M. Any non-represented employee may opt not to enroll in the health insurance program.

N. The City shall offer a Flexible Benefits (Cafeteria) Plan for eligible employees. Participants may elect to have pre-tax dollars deducted from their bi-weekly salary to cover:

Dependent Care Program:

Dependent care expenses paid to a dependent care center or provider for care of a dependent child under age 13 or

For a dependent who is physically or mentally incapable of caring for themselves.

Un-reimbursed Medical Expenses:

Employees who enroll in the City's health insurance program may have their contributions deducted pre-tax from their bi-weekly salary.

**SECTION 449 -- RETIREMENT**

A. "Retirement from the City" shall mean and require that a covered individual ceases separation from service with the City of Troy and immediately begins to receive officially receiving pension benefits from the NYS Retirement System from which he/she is eligible to receive pension benefits.

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- | B. The City shall be a participant in the New York State Employee's Retirement System and shall subscribe to the following plan: Non-contributory "25-Year Career" Plan (Section 75-g of the Retirement and Social Security Law).
- | BC. The following "fringe" retirement benefits shall further be subscribed to:
1. The right to purchase service credit for WWII military service.
  2. Re-opening of the privilege of having service credited for a past period of military leave without pay.
  3. The right to purchase credit for service while a member of any other New York State or subdivision of the State's retirement systems.
- | CD. Employees who are within eighteen (18) months of their retirement date (20 years of City employment) shall be entitled to one (1) day leave with pay to be used within that eighteen (18) month period for the purpose of seeking retirement career and/or related financial counseling and/or planning. The City shall facilitate the same by making available, at the employee's option, free consultation with appropriate City personnel to assist in such counseling and/or planning and to provide such information as the City may have with respect to an employee's rights and benefits upon retirement from the City. Requests for this leave shall be made to the Mayor or Department Head at least twenty-four (24) hours in advance.

An employee who chooses to remain with the City for three and one-half (3 ½) years after their retirement date (20 years) is thereafter entitled to another one (1) day leave with pay to be used for the purposes set forth above.

| **SECTION 1210 - LONGEVITY**

- A. The City agrees to pay a longevity allowance in addition to salaries, only to employees in the following groups:
- 1) **Administrative Employees, other than the Mayor**
  - 2) **Clerical Employees**
1. This longevity payment shall be made on the first regular payday of ~~December~~November.
  2. Employees that qualify under the following categories shall be paid the designated longevity payment.
    - a. To those employees who have completed five (5) years of service with the City of Troy on or before January 1, the sum of ~~\$550.00~~\$800.00. If the five (5) years are completed during the calendar year, the prorated portion shall be paid;
    - b. To those employees who have completed ten (10) years of service with the City of Troy on or before January 1, the sum of ~~\$750.00~~\$1,000.00. If the second five (5) year period is completed during the calendar year, the prorated portion of the additional increment shall be paid;
    - c. To those employees who have completed fifteen (15) years of service with the City of Troy on or before January 1, the sum of ~~\$950.00~~\$1,200.00. If the third five

(5) years are completed during the calendar year, the prorated portion shall be paid;

- d. To those employees who have completed nineteen (19) years of service with the City of Troy on or before January 1, the sum of \$~~1,150.00~~1,400.00. If the nineteenth year of service is completed during the calendar year, the prorated portion of the additional increment shall be paid;
  - e. To those employees who have completed twenty-~~five-four~~ (2524) years of service with the City of Troy on or before January 1, the sum of \$~~1,300.00~~1,600.00. If the twenty ~~fifth-fourth~~ year of service is completed during the calendar year, the prorated portion shall be paid;
  - f. To those employees who have completed twenty-nine (29) years of service with the City of Troy on or before January 1, the sum of \$~~1,700.00~~2,000.00.
3. Service with the City of Troy need not be continuous service; however, only actual working time (not leaves of absence, etc.) shall be counted. Employees shall receive credit for a month worked for every month in which they work or receive regular compensation for fifteen (15) work days.

#### **SECTION 4311 – HOURS OF WORK**

The regular week for ~~full-time employees~~the following groups shall be seventy (70) hours in a two week pay period:

- |   |    |  |
|---|----|--|
| = | 1) | <b><u>Administrative Employees</u></b> |
|   | 2) | <b><u>Clerical Employees</u></b>       |

#### **SECTION 4412 – TUITION REIMBURSEMENT**

With prior approval from the Mayor, and depending on available budget allocations, full-time employees may be reimbursed up to \$1,500 per year towards the cost of tuition for courses directly related to job enhancement. Payment will be made upon submission of final grades. In order to qualify for reimbursement, the following grades must be earned:

- A. Grade C or higher for undergraduate courses
- B. Grade B or higher for graduate courses

#### **SECTION 4513 – DRUG AND ALCOHOL POLICY**

1. All Non-Represented Employees are prohibited from reporting to duty when either under the influence of drugs, or when their Blood Alcohol Concentration (BAC) level is .02 or higher.
2. Non-Represented Employees are prohibited from transporting any alcohol in City vehicles.
3. Non-Represented Employees are subject to “reasonable suspicion” testing, as defined in the City Of Troy Driver Alcohol and Drug Testing Policy.

4. Any employee who violates the policy is subject to disciplinary action. Any employee who refuses to take an authorized drug and/or alcohol test, or who delays reporting for such test, or otherwise seeks to avoid such test shall be deemed to have a positive test.
5. Insofar as practical, the definitions and procedures set forth in the City of Troy Driver Alcohol and Drug Testing Policy will also be applied to define the City's authority to require any Non Represented Employee to submit to reasonable suspicion testing.

#### SECTION 14 – LEGISLATIVE APPROVALS

- A. The terms of this Policy are not fixed and may be amended from time to time as required by the Mayor and approved by the City Council.
- B. This Policy applies to certain positions in the City of Troy and is intended to be read in concert with and accordance with to any and all terms of the Charter and Code and all other policies adopted by the City of Troy which apply to employees.
- C. This Policy does not amend, limit, or otherwise change the rights of the City under the Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the employees covered herein.

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Appendix ASalary Schedule

<u>Position</u>	<u>2020 Salary</u>	<u>2.00% 2021 Salary</u>	<u>3.00% 2022 Salary</u>	<u>4.00% 2023 Salary</u>
<b><u>GROUP A</u></b>				
Assistant to the Comptroller	TBD	TBD	TBD	TBD
Budget Officer	TBD	TBD	TBD	TBD
City Clerk	\$61,297	\$62,523	\$64,399	\$66,975
Commissioner of General Services	\$85,000	\$86,700	\$89,301	\$92,873
Commissioner of Public Safety	TBD	TBD	TBD	TBD
Commissioner of Public Utilities	TBD	TBD	TBD	TBD
Commissioner of Public Works	TBD	TBD	TBD	TBD
Comptroller	TBD	TBD	TBD	TBD
Confidential Assistant to the Mayor	\$44,597	\$45,489	\$46,854	\$48,728
Confidential Secretary to the Commissioner of Public Safety	TBD	TBD	TBD	TBD
Confidential Secretary to the Mayor	TBD	TBD	TBD	TBD
Confidential Secretary to the Police Chief	\$45,000	\$45,900	\$47,277	\$49,168
Corporation Counsel	\$85,698	\$87,412	\$90,034	\$93,636
Deputy Commissioner of Public Utilities	TBD	TBD	TBD	TBD
Deputy Commissioner of Public Works	TBD	TBD	TBD	TBD
Deputy Corporation Counsel Full-Time	TBD	TBD	TBD	TBD
Deputy Director of Office of Management and Budget	TBD	TBD	TBD	TBD
Deputy Director of Public Information	\$46,075	\$46,997	\$48,406	\$50,343
Deputy Mayor	\$80,342	\$81,949	\$84,407	\$87,784
Director of Information Services	TBD	TBD	TBD	TBD
First Deputy Corporation Counsel	TBD	TBD	TBD	TBD
Personnel Director/Officer	\$72,153	\$73,596	\$75,804	\$78,836
Policy Analyst	TBD	TBD	TBD	TBD
Private Secretary to Corporation Counsel	\$46,566	\$47,497	\$48,922	\$50,879
Private Secretary to Deputy Mayor	TBD	TBD	TBD	TBD
Superintendent of Water and Sewer	TBD	TBD	TBD	TBD
Treasurer	TBD	TBD	TBD	TBD
<b><u>GROUP B</u></b>				
Mayor	\$95,000			
President City Council	\$20,000			
President Pro-Tem City Council	\$17,500			
City Council Member	\$15,000			

TBD- To Be Determined per the Budget Process recommended by the Mayor and approved by the City Council.

Non-Represented Employees  
 Personnel Employment Policy  
 Effective City Council Resolution Date

**Appendix B - 1**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$11.80 - \$13.00
Student Intern	\$11.80 - \$13.00
Police Matron	\$16.30

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees  
Personnel Employment Policy  
Effective 12/31/2020

**Appendix B - 2**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$12.50 - \$14.50
Student Intern	\$12.50 - \$14.50
Police Matron	\$17.00

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees  
Personnel Employment Policy  
Effective 12/31/2021

**Appendix B - 3**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$13.20 - \$15.20
Student Intern	\$13.20 - \$15.20
Police Matron	\$17.70

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees  
Personnel Employment Policy  
Effective 12/31/2022

**Appendix B - 4**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$13.90 - \$15.90
Student Intern	\$13.90 - \$15.90
Police Matron	\$18.40

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees  
Personnel Employment Policy  
Effective 12/31/2023

**Appendix B - 5**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$14.60 - \$16.60
Student Intern	\$14.60 - \$16.60
Police Matron	\$19.10

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

Non-Represented Employees  
Personnel Employment Policy  
Effective 12/31/2024

**Appendix B - 6**

<u>Title</u>	<u>Annual Salary</u>
Bingo Inspector	\$12,000 annually
Legislative Assistant	\$10,000 annually
Confidential Secretary to the City Council President	\$10,000 annually

The salaries established above may also be amended through the annual budgetary process.

	<u>Hourly Rate</u>
School Traffic Officer	\$15.00 - \$17.00
Student Intern	\$15.00 - \$17.00
Police Matron	\$19.50

Notwithstanding the above, if the Troy Civil Service Commission determines that a part-time position is the equivalent of a title covered in the Civil Service Employees Association contract, the salary for such position shall be the hourly equivalent of the CSEA salary. This provision was effective as of January 1, 2002.

## Non-Represented Employees Personnel Employment Policy

### Appendix C Salary Schedule Boards and Commissions

<u>Title</u>	<u>Number of Positions</u>	<u>Annual Salary</u>
Civil Service Chairperson	1	\$2,000
Civil Service Commission Member	2	\$2,000
Electrical Board Member	3	\$600
Electrical Board Secretary	1	\$1,200
Plumbing Board Member	3	\$600
Plumbing Board Secretary	1	\$1,200
Planning Commission Member	5	\$2,000
Board of Zoning Appeals Member	5	\$2,000
Board of Assessment Review Chairperson	1	\$2,000
Board of Assessment Review Member	4	\$2,000

The salaries established for the Boards and Commissions listed above may also be amended through the budgetary process.

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 1**

**Pay Schedule for Seasonal Employees  
Rates Effective 2020 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	(Starting Rate)				
	Season 1	Season 2	Season 3	Season 4	Season 5+
Recreation Assistant (Seasonal)	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80
Recreation Leader (Seasonal)	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
Recreation Specialist (Seasonal)	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80
Golf Starter (Seasonal)	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80
Lifeguard (Seasonal)	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80
Assistant Swimming Pool Supervisor (Seasonal)	\$14.80	\$15.05	\$15.30	\$15.55	\$15.80
Swimming Pool Supervisor (Seasonal)	\$15.80	\$16.05	\$16.30	\$16.55	\$16.80
Maintenance Helper	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80
Equipment Operator	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
Watchperson	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 2  
Pay Schedule for Seasonal Employees  
Rates Effective 2021 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	<b>(Starting Rate)</b>				
	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>	<b>Season 4</b>	<b>Season 5+</b>
Recreation Assistant (Seasonal)	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
Recreation Leader (Seasonal)	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50
Recreation Specialist (Seasonal)	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50
Golf Starter (Seasonal)	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
Lifeguard (Seasonal)	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50
Assistant Swimming Pool Supervisor (Seasonal)	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
Swimming Pool Supervisor (Seasonal)	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50
Maintenance Helper	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
Equipment Operator	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50
Watchperson	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 3**

**Pay Schedule for Seasonal Employees  
Rates Effective 2022 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	<b>(Starting Rate)</b>				
	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>	<b>Season 4</b>	<b>Season 5+</b>
Recreation Assistant (Seasonal)	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
Recreation Leader (Seasonal)	\$14.20	\$14.45	\$14.70	\$14.95	\$15.20
Recreation Specialist (Seasonal)	\$15.20	\$15.45	\$15.70	\$15.95	\$16.20
Golf Starter (Seasonal)	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
Lifeguard (Seasonal)	\$15.20	\$15.45	\$15.70	\$15.95	\$16.20
Assistant Swimming Pool Supervisor (Seasonal)	\$16.20	\$16.45	\$16.70	\$16.95	\$17.20
Swimming Pool Supervisor (Seasonal)	\$17.20	\$17.45	\$17.70	\$17.95	\$18.20
Maintenance Helper	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
Equipment Operator	\$14.20	\$14.45	\$14.70	\$14.95	\$15.20
Watchperson	\$14.20	\$14.45	\$14.70	\$14.95	\$15.20

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 4**

**Pay Schedule for Seasonal Employees  
Rates Effective 2023 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	<b>(Starting Rate)</b>				
	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>	<b>Season 4</b>	<b>Season 5+</b>
Recreation Assistant (Seasonal)	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90
Recreation Leader (Seasonal)	\$14.90	\$15.15	\$15.40	\$15.65	\$15.90
Recreation Specialist (Seasonal)	\$15.90	\$16.15	\$16.40	\$16.65	\$16.90
Golf Starter (Seasonal)	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90
Lifeguard (Seasonal)	\$15.90	\$16.15	\$16.40	\$16.65	\$16.90
Assistant Swimming Pool Supervisor (Seasonal)	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90
Swimming Pool Supervisor (Seasonal)	\$17.90	\$18.15	\$18.40	\$18.65	\$18.90
Maintenance Helper	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90
Equipment Operator	\$14.90	\$15.15	\$15.40	\$15.65	\$15.90
Watchperson	\$14.90	\$15.15	\$15.40	\$15.65	\$15.90

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 5**

**Pay Schedule for Seasonal Employees  
Rates Effective 2024 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	<b>(Starting Rate)</b>				
	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>	<b>Season 4</b>	<b>Season 5+</b>
Recreation Assistant (Seasonal)	\$14.60	\$14.85	\$15.10	\$15.35	\$15.60
Recreation Leader (Seasonal)	\$15.60	\$15.85	\$16.10	\$16.35	\$16.60
Recreation Specialist (Seasonal)	\$16.60	\$16.85	\$17.10	\$17.35	\$17.60
Golf Starter (Seasonal)	\$14.60	\$14.85	\$15.10	\$15.35	\$15.60
Lifeguard (Seasonal)	\$16.60	\$16.85	\$17.10	\$17.35	\$17.60
Assistant Swimming Pool Supervisor (Seasonal)	\$17.60	\$17.85	\$18.10	\$18.35	\$18.60
Swimming Pool Supervisor (Seasonal)	\$18.60	\$18.85	\$19.10	\$19.35	\$19.60
Maintenance Helper	\$14.60	\$14.85	\$15.10	\$15.35	\$15.60
Equipment Operator	\$15.60	\$15.85	\$16.10	\$16.35	\$16.60
Watchperson	\$15.60	\$15.85	\$16.10	\$16.35	\$16.60

**Non-Represented Employees  
Personnel Employment Policy**

**Appendix D - 6  
Pay Schedule for Seasonal Employees  
Rates Effective 2025 Season  
All Rates on a Per Hour Basis**

<u>Title</u>	<b>(Starting Rate)</b>				
	<b>Season 1</b>	<b>Season 2</b>	<b>Season 3</b>	<b>Season 4</b>	<b>Season 5+</b>
Recreation Assistant (Seasonal)	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00
Recreation Leader (Seasonal)	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
Recreation Specialist (Seasonal)	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00
Golf Starter (Seasonal)	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00
Lifeguard (Seasonal)	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00
Assistant Swimming Pool Supervisor (Seasonal)	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00
Swimming Pool Supervisor (Seasonal)	\$20.00	\$20.25	\$20.50	\$20.75	\$21.00
Maintenance Helper	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00
Equipment Operator	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
Watchperson	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00

**ORDINANCE AMENDING THE SPECIAL GRANTS FUND BUDGET**

---

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

**Section 1.** The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

**2020 Budget Amendments – Federal Forfeitures Cleanup**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form, February 6, 2020

---

***James A. Caruso, Esq.***, Corporation Counsel

**MEMO IN SUPPORT**

This ordinance amends the budget for the Special Grants Fund to clean-up the accounts associated with Federal Forfeitures creating a balanced budget within the fund and also returns unused funds from prior years so that they can be reallocated.

# Schedule A

ORD#10

## 2020 Budget Amendments - Federal Forfeitures Cleanup

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
<b>Revenues</b>					
Federal Forfeitures	CD.3000.2620.8000.8298	Federal Forfeitures	231,307.12	515,789.53	747,096.65
Federal Forfeitures	CD.3000.2620.8000.8328	Federal Forfeitures	182,000.00	(12,425.00)	169,575.00
<b>Expenditures</b>					
Federal Forfeitures	CD.0000.9522.8000.8298	Expense Direct Hit	0.00	20,742.93	20,742.93
Federal Forfeitures	CD.2014.0203.8000.8298	Other Equipment	110,439.00	(686.78)	109,752.22
Federal Forfeitures	CD.2014.0303.8000.8298	Other Material & Supplies	6,500.00	(1,898.76)	4,601.24
Federal Forfeitures	CD.2015.0203.8000.8298	Other Equipment	44,486.00	(66.82)	44,419.18
Federal Forfeitures	CD.2016.0203.8000.8298	Other Equipment	85,892.00	(10,650.39)	75,241.61
Federal Forfeitures	CD.2017.0203.8000.8298	Other Equipment	84,600.00	(30.10)	84,569.90
Federal Forfeitures	CD.2017.0204.8000.8298	Facilities Upgrade / Improvements	15,000.00	(2,202.00)	12,798.00
Federal Forfeitures	CD.2013.0203.8000.8327	Other Equipment	322,000.00	(12,425.00)	309,575.00
<b>Net Impact On Special Grants Fund</b>				<b><u>510,581.45</u></b>	

\* Or as previously amended

**ORDINANCE AUTHORIZING AND RATIFYING THE EMPLOYMENT  
MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF TROY AND  
THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**

---

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

**Section 1.** The City of Troy and the United Public Service Employees Union have successfully negotiated the terms of a “Memorandum of Agreement” which “memorandum of Agreement” is attached hereto as Exhibit “A” and made a part hereof.

**Section 2.** The members of the United Public Service Employees Union have ratified the proposed “Memorandum of Agreement” found in Schedule “A” herein, and shall be bound by the terms of that agreement upon ratification of the City Council of The City of Troy and execution by the Mayor

**Section 3.** This act shall take effect immediately.

Approved as to form, February 6, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel

**MEMORANDUM OF AGREEMENT (MOA)**

**By and between**

**City of Troy New York (Employer)**

**And**

**UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**

**WHEREAS**, the Collective Bargaining Agreement (CBA) between the Employer and the UPSEU expires on December 31, 2019; and

**WHEREAS**, the parties have engaged in good faith negotiations in an effort to arrive at a successor CBA; and

**WHEREAS**, the parties have reached a tentative settlement covering the period January 1, 2020 to December 31, 2023 and further wish to commit such to writing; and

**WHEREAS**, the parties hereto agree that the current CBA and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified; and

**WHEREAS**, unless otherwise noted, all changes shall be prospective from the ratification of this MOA; and

**WHEREAS**, this MOA is subject to the approval of the Troy City Council and the ratification of the membership of the UPSEU and shall not become effective unless approved and ratified as set forth herein. Each respective negotiating committee agrees to recommend the MOA for approval and ratification.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The recitations of the facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement.
2. Article 3 Dues Deductions, Section 2 shall be replaced with:

In the event that Agency Fee union deduction becomes permissible by State and/or Federal Law in the future, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by UPSEU pursuant to the terms below. The parties further agree that such Agency Fee union deduction shall be remitted in the same manner as dues deductions to UPSEU. UPSEU agrees to defend and indemnify the City, its officials, representatives, employees and agents against any and all claims, demands, suits or liability (monetary and otherwise) that shall arise out of or by reason of action taken or not taken by the

City in complying with this Article. If an improper deduction is made, UPSEU shall refund directly to the employee any such amount.

3. Article 5 Rights of Union, Add New Section 4:

Pursuant to New York State Labor Law Section 208, within thirty (30) days of a bargaining unit employee first being employed or re-employed by a public employer, or within thirty (30) days of being promoted or transferred to a new position, the City shall notify UPSEU of the employee's name, address, job title, department, and work location. Within thirty (30) days of providing the notice referenced above, the City shall allow a UPSEU representative to meet with the new employee(s) for a period of not more than one (1) hour on work time without charge to the employee's leave credits. Such meeting must be scheduled in consultation and with the approval of the designated representative of the City.

4. Article 10 Compensation, Section 1 shall be amended to:

- Effective January 1, 2020, members of the bargaining unit shall receive a zero percent (0%) increase to their annual salary.
- Effective January 1, 2021 members of the bargaining unit shall receive a two percent (2%) increase to their annual salary.
- Effective January 1, 2022 members of the bargaining unit shall receive three percent (3%) increase to their annual salary.
- Effective January 2, 2023 members of the bargaining unit shall receive a four percent (4%) increase to their annual salary.

5. Article 12 Leaves:

- Section 3(f): Effective January 1, 2020 increase maximum to sixty (60) days.
- Section 3(f) paragraphs 1 & 2: Effective January 1, 2020 increase maximum from forty five (45) days to sixty (60) days.
- (NEW) Section 3(h): Effective January 1, 2020 bargaining unit members shall be permitted to cash out up to two weeks of unused vacation leave annually.

For calendar year 2021 only, bargaining unit members shall be allowed to cash out, in addition to the two (2) weeks provided herein, an additional two (2) weeks (for total of four weeks) of unused vacation leave, subject to the Mayor's approval. This is a one-time benefit to permit employees to cash out an additional two weeks' vacation leave only in calendar year 2021, as approved by the Mayor.

6. Article 13, Section 4 Add:

When an employee is out for an extended workers compensation injury for up to a six (6) month period, starting from date of the employee goes out of work due to said injury, the City agrees to pay the employee's health insurance premium no

matter the health plan selected by the employee for a period not to exceed six (6) months. The injury must be established by the Worker's Compensation Board. The employee is responsible for paying the City back if the Worker's Compensation Board does not establish the injury.

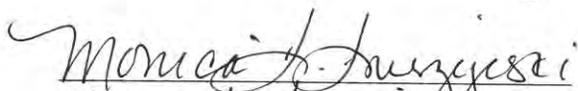
7. Article 14, Retirement

"Retirement from the City" shall mean and require that a covered individual ceases service with the City of Troy and immediately begins to receive pension benefits from the New York State Retirement System, in accordance with all applicable law, rules and regulations of the Retirement System from which he/she is eligible to receive pension benefits.

(All provisions in the CBA referencing retirement or retired employees shall make reference to this definition.)

**EMPLOYER NEGOTIATING  
COMMITTEE:**

  
Wm. Patrick Madden, Mayor

  
Monica K. Turzejeski,  
Deputy Mayor.

Date: January 29, 2020

**UPSEU NEGOTIATING COMMITTEE:**

  
Chris Wheland, UPSEU  
Chief Unit Officer

  
Kathy A. Wright-Muzio, UPSEU  
Regional Coordinator

Date: 1/28/2020

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED TO TRIP  
FOR PARCEL OF LAND ON RENSSELAER STREET**

---

**WHEREAS**, Section C-33(I) of the Troy City Charter provides the Mayor with the power to execute all deeds on behalf of the City and

**WHEREAS**, the City of Troy previously conveyed real property to Troy Rehabilitation & Improvement Program (TRIP), Inc., situate at Rensselaer Street in the City of Troy by deed dated October 29, 1980; and

**WHEREAS**, a survey by RDM Surveying Consultants performed on behalf of TRIP, Inc., indicates that there is a parcel of real property adjoining the parcel of property that was previously conveyed that was intended to be included in the initial conveyance between the City of Troy and TRIP, Inc., but was not included in the original deed description; and

**WHEREAS**, TRIP, Inc., has requested a quitclaim deed from the City of Troy to resolve any title issues as to the parcel of real property that was to be included in the original conveyance; and

**WHEREAS**, the legal description of the parcel of real property is:

“All that certain tract, piece or parcel of land, situate, lying and being in the City of Troy, County of Rensselaer and the State of New York, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of a parcel of land conveyed to T.R.I.P. Redevelopment Associates by deed dated October 29, 1980 and recorded in the Rensselaer County Clerk’s Office in Book of Deeds 1328 at Page 917 and being Parcel 7 in said deed, said point being 93.00 feet from the southwest corner of Tenth Street and Rensselaer Street;

Thence southerly on a line at 90°00’ with the southerly line of Rensselaer Street and along the lands of T.R.I.P. Redevelopment Associates for a distance of 25.00 feet;

Thence westerly with an interior angle of 90°00’ with the last described line 7.00 feet;

Thence northerly with an interior angle of 90°00’ with the last described line 25.00 feet to the southerly side of Rensselaer Street;

Thence easterly along the southerly side of Rensselaer Street and with an interior angle of 90°00’ with the last described line 7.00 feet to the point and place of beginning, said parcel of land containing 175 Sq. Ft. of land” and

**WHEREAS** it was the intention of the City of Troy to convey the above-described parcel to TRIP, Inc., in the original conveyance;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby authorize the Mayor to execute a quitclaim deed as to the above-described parcel to TRIP, Inc.

Approved as to form, January 23, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel

Memo In Support

This conveyance clears up an ambiguity that exists between the recently undertaken survey and the property description in the previous conveyances.

It is not an uncommon occurrence that a survey reveals boundary description variations due to the fact differing conveyance methodologies are used over the course of many years and many conveyances. It was always the intention of the City to convey the entire parcel to the grantee (TRIP) and that intention is reflected in the County's tax maps.

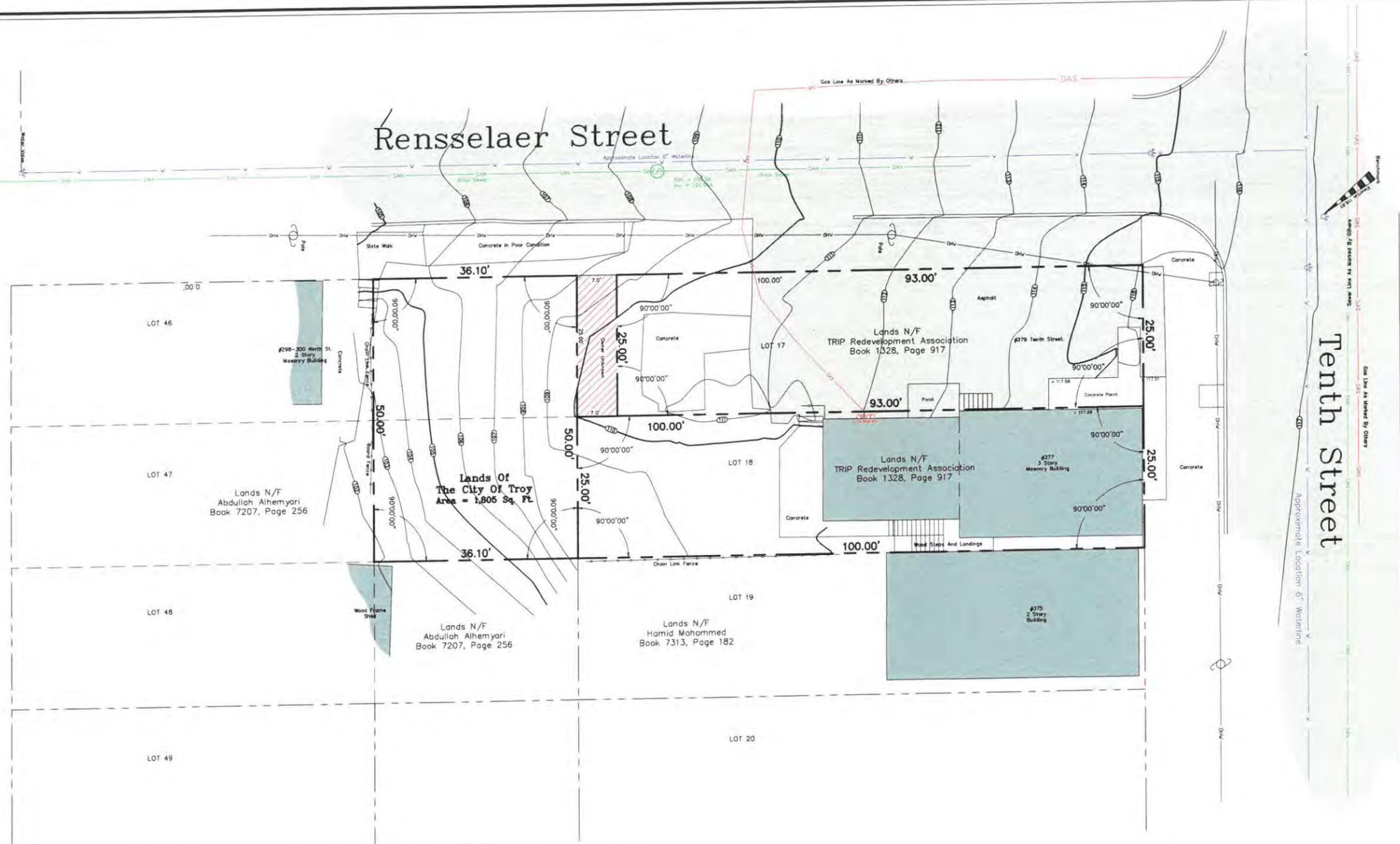
This conveyance will be by quit claim deed which contains no guarantees of title.



Ninth Street

Rensselaer Street

Tenth Street



**NOTES:**

- This survey was prepared for the sole purpose of reporting the actual field conditions of the subject real property for the exclusive use of Troy Rehabilitation & Improvement Program (TRIP), Inc. and SHALL NOT BE USED FOR ANY OTHER PURPOSE BEYOND SAID SAME, to include a mortgage title insurance policy, fire title insurance policy, survey or owner's affidavit, remortgaging/refinancing, foreclosure, public auction, any future transfer of title, or any other use of said survey, unauthorized by law and/or by contract with the surveyor which use shall invalidate the certification and BE IN DIRECT VIOLATION OF THE CONTRACT WITH THE CLIENT.

Certifications indicated hereon signify that the plat was prepared from an actual field survey conducted in accordance with the standards set forth in the Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, as last revised on July 18, 1997.

This survey and the certification hereon shall be valid only to the party or parties hereon named and are not transferable to additional institutions or subsequent owners, other than as may be or expressly stated hereon.

- No current Abstract of Title or Title Report provided. This survey is subject to any statement of facts that a current Abstract of Title or Title Report may disclose.
- No search of the public record was made for easements, agreements or restrictions that may affect the surveyed parcel. An Abstract of Title is recommended to ascertain what easements, agreements or restrictions that may affect the survey parcel.
- Subject to any subsurface condition, improvement, and/or encroachment, not evident by surface inspection.
- Survey excepts the location of any possible prescriptive easement by others, unless specifically noted hereon.

**NOTES:**

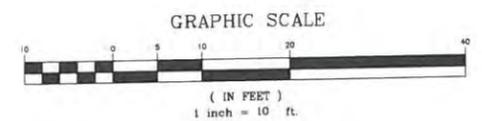
- Unless specifically stated the surveyor is not responsible for identifying features which are under the jurisdiction of governmental agencies, including but not limited to: designated wetlands, flood plains, floodways, dumps, landfills, hazardous waste sites, protected or endangered flora and fauna, archeological, historical, cultural, etc. It is also not the surveyors responsibility to determine if the present use of the parcel or the location of existing structures conform to the current local zoning ordinance or if said uses or locations conform to the zoning ordinance in effect at the time of construction or occupancy.
- This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantees.
- The location of underground utilities as shown here on are based on aboveground structures, record information and mapping provided to the surveyor. Locations of underground utilities/structures may vary from locations shown here on. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures. Before excavations are begun, verification of utility type and field location should be made by contacting the proper agency. RDM Surveying shall not be held liable for excavation related damage to any utility not shown on prints, maps, plans, as-built drawings or other documents provided or having no service connection point or visible surface structure within the requested area of investigation, and/or the presence of said utility is not otherwise made evident to us before or during the performance of our work.
- Deed of Record Book 6393, Page 329.
- Contour interval is one (1) foot. Elevations are as referenced to NAVD 88.

**MAP REFERENCES:**

- "Map Of Lands Henry G. Adams", prepared by C.E. Fuller, and filed in the Rensselaer County Clerk's Office in Drawer 19 as Map 23.

**CERTIFIED TO:**  
1. Troy Rehabilitation & Improvement Program (TRIP), Inc.

This is A PDF Copy Of The Survey, Not An Original Copy.



Unpublished alterations or additions to a survey map bearing a licensed land surveyor's seal is a violation of Section 2209, sub-section 2, of the New York State Education Law.  
\*Only copies from the original of this survey marked with an original of the land surveyor's sealed seal or his embossed seal shall be considered to be valid true copies.\*  
Only copies from original of this survey marked with an original of the land surveyor's signature in RED shall be considered to be valid copies.  
**ORIGINAL DOCUMENT IF IN RED**

Bohney D. Michal Lic. No. 48278	DATE	RECORD OF WORK	DRAWN	APPR.
	6/18/19	#377 & #379 Tenth Street Added	WGC:JR	RDM
	6/10/19	Prepared For Trip	WGC:JR	RDM

**NOTE:**  
Copyright 2019 RDM Surveying Consultants  
"All Rights Reserved" and "Unauthorized duplication is a violation of applicable laws."

**BOUNDARY AND TOPOGRAPHICAL SURVEY**  
**#69 RENSSELAER STREET**

CITY: TROY	COUNTY: RENSSELAER
STATE: NEW YORK	SURVEY: MAY 16, 2019
SCALE: 1" = 10'	MAP: JUNE 10, 2019
PROJECT NO. CITY NORTH BLOCK 403 2019-4017	

**RDM SURVEYING CONSULTANTS**

8 Grange Road Troy, N.Y. 12180  
RDMSurveying.net (518) 279-3425  
Rmichael@RDMSurveying.net FAX: 279-3028

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED TO TRIP FOR  
PARCEL OF LAND ADJOINING LOTS 38 AND 39 ON EIGHTH STREET**

---

**WHEREAS**, Section C-33(I) of the Troy City Charter provides the Mayor with the power to execute all deeds on behalf of the City and

**WHEREAS**, the City of Troy previously conveyed real property to Troy Rehabilitation & Improvement Program (TRIP), Inc., situate at Lots 38 and 39 on Eighth Street in the City of Troy by deed dated March 2, 2017; and

**WHEREAS**, a survey by RDM Surveying Consultants performed on behalf of TRIP, Inc., indicates that there is a parcel of real property adjoining those parcels conveyed that was intended to be included in the initial conveyance between the City of Troy and TRIP, Inc., but was not included in the original deed description; and

**WHEREAS**, TRIP, Inc., has requested a quitclaim deed from the City of Troy to resolve any title issues as to the parcel of real property that was to be included in the original conveyance; and

**WHEREAS**, the legal description of the parcel of real property is:

“All that certain tract, piece or parcel of land, situate, lying and being in the City of Troy, County of Rensselaer and the State of New York, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of a parcel of land conveyed to Troy Rehabilitation And Improvement Program, Inc., by deed dated March 2, 2017, and recorded in the Rensselaer County Clerk’s Office in Book of Deeds 8112 at Page 140, said point being the northeast corner of Lot 38 as shown on Map of Lots Belonging to Maria Weaver, dated December 11, 1857, made by Barton & Fuller and filed in the Rensselaer County Clerk’s Office in Drawer 21 as Map 21;

Thence on a line running along Lot 37 S 78°53’45” E for a distance of 28.46 feet to the Lands of The City of Troy;

Thence S 14°35’15” W along the lands of The City of Troy and the lands conveyed to Mary Gardner by deed dated April 8, 1993 and recorded in Rensselaer County Clerk’s Office in Book of Deeds 1684 at Page 89, for a distance of 59.94 feet to a point;

Thence N 78°53’45” W for a distance of 23.86 feet to the southeast corner of Lot 39 on the before mentioned Map;

Thence N 10°11'03" E along Lots 38 and 39 for a distance of 59.84 feet to the point and place of beginning, said parcel of land containing 1,565 Sq. Ft. land more or less." and

**WHEREAS** it was the intention of the City of Troy to convey the above-described parcel to TRIP, Inc., in the original conveyance;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby authorize the Mayor to execute a quitclaim deed as to the above-described parcel to TRIP, Inc.

Approved as to form, January 23, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel

Memo In Support

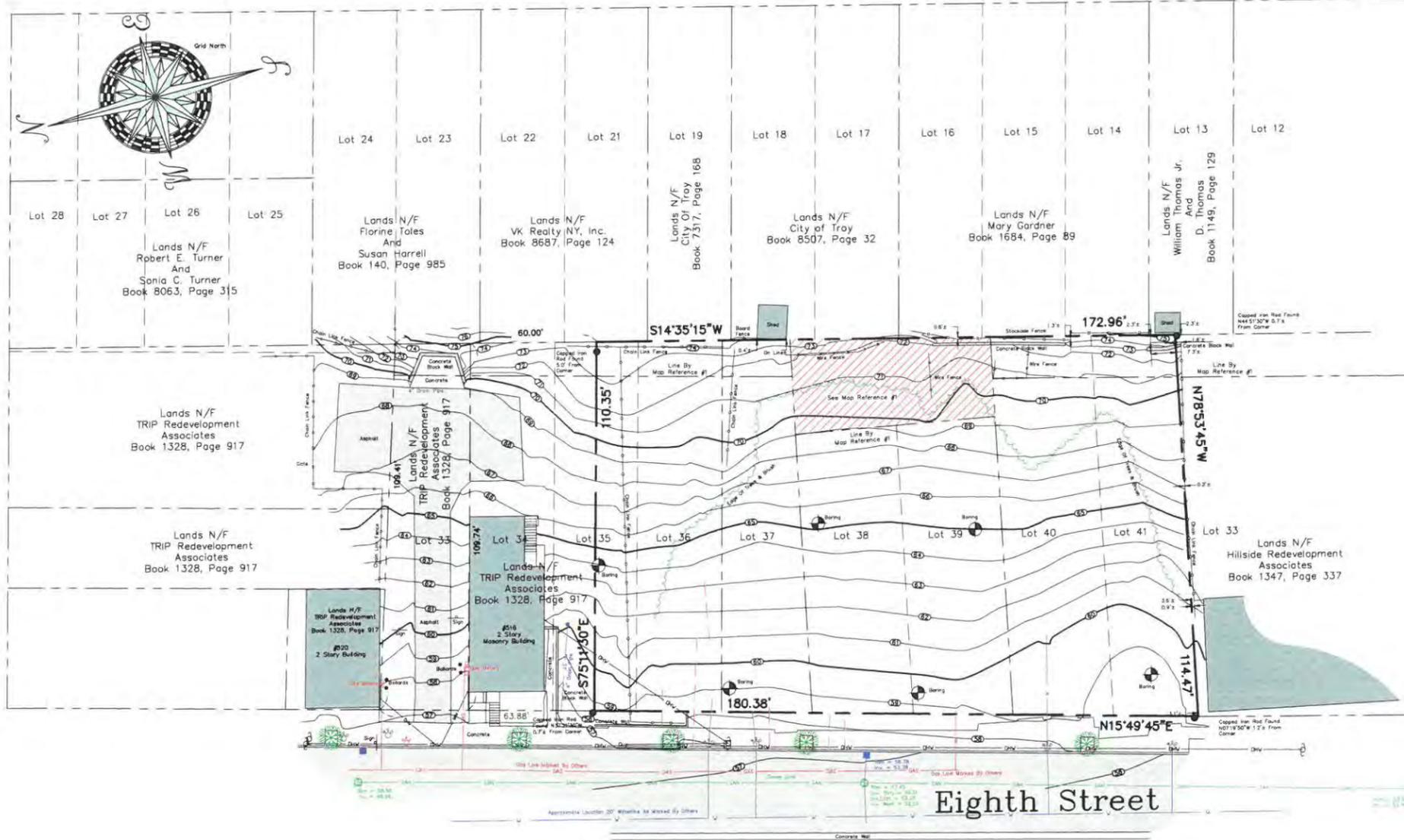
This conveyance clears up an ambiguity that exists between the recently undertaken survey and the property description in the previous conveyances.

It is not an uncommon occurrence that a survey reveals boundary description variations due to the fact differing conveyance methodologies are used over the course of many years and many conveyances. It was always the intention of the City to convey the entire parcel to the grantee (TRIP) and that intention is reflected in the County's tax maps.

This conveyance will be by quit claim deed which contains no guarantees of title.

# Ninth Street

Middleburgh Street



### Legend:

- - Sanitary Manhole
- - Storm Manhole
- - Telephone Manhole
- - Electric Manhole
- - Water Valve
- - Fire Hydrant
- - Gas Valve
- - Catch Basin
- - Tree Line
- - Sewer Line
- - Water Line
- - Gas Line
- - Storm Sewer Line
- - Combined Sewer Line
- - Sanitary Forced Main
- - Overhead Wires
- - Unknown Line By Chazen
- - Underground Fiber Optic
- - Asphalt Surface
- - Concrete Surface
- - Boring Location By Chazen

**NOTES:**

- This survey was prepared for the sole purpose of reporting the actual field conditions of the subject real property for the exclusive use of Troy Rehabilitation & Improvement Program (TRIP), Inc. and SHALL NOT BE USED FOR ANY OTHER PURPOSE BEYOND SAID SAME, to include a mortgagee title insurance policy, fee title insurance policy, survey or owner/seller's affidavit, remortgaging/refinancing, foreclosure, public auction, any future transfer of title, or any other use of said survey, unauthorized by law and/or by contract with the surveyor which use shall invalidate the certification and BE IN DIRECT VIOLATION OF THE CONTRACT WITH THE CLIENT.

Certifications indicated hereon signify that the plat was prepared from an actual field survey conducted in accordance with the standards set forth in the Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, as last revised on July 18, 1997.

This survey and the certification hereon shall be valid only to the party or parties hereon named and are not transferable to additional institutions or subsequent owners, other than as may be or expressly stated hereon.

- No current Abstract of Title or Title Report provided. This survey is subject to any statement of facts that a current Abstract of Title or Title Report may disclose.
- No search of the public record was made for easements, agreements or restrictions that may affect the surveyed parcel. An Abstract of Title is recommended to ascertain what easements, agreements or restrictions that may affect the survey parcel.
- Subject to any subsurface condition, improvement, and/or encroachment, not evident by surface inspection.
- Survey excepts the location of any possible prescriptive easement by others, unless specifically noted hereon.
- Unless specifically stated the surveyor is not responsible for identifying features which are under the jurisdiction of governmental agencies, including but not limited to: designated wetlands, flood plains, floodways, dumps, landfills, hazardous waste sites, protected or endangered flora and fauna, archeological, historical, cultural, etc. It is also not the surveyor's responsibility to determine if the present use of the parcel or the location of existing structures conform to the current local zoning ordinance or if said uses or locations conform to the zoning ordinance in effect at the time of construction or occupancy.
- This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantees.
- The location of underground utilities as shown here on are based on aboveground structures, record information and mapping provided to the surveyor. Locations of underground utilities/structures may vary from locations shown here on. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures. Before excavations are begun, verification of utility type and field location should be made by contacting the proper agency. RDM Surveying shall not be held liable for excavation related damage to any utility not shown on prints, maps, plans, as-built drawings or other documents provided or having no service connection point or visible surface structure within the requested area of investigation, and/or the presence of said utility is not otherwise made evident to us before or during the performance of our work.
- Deed of Record Book 7026, Page 287, and Book 8112, Page 140.
- Contour interval is one (1) foot. Elevations are as referenced to NAVD 88.

**MAP REFERENCES:**

- "Map Of Lands Belonging To Maria Weaver", dated Dec. 11, 1857 and prepared by Barton & Fuller, and filed in the Rensselaer County Clerk's Office in Drawer 21 as Map 21.

**CERTIFIED TO:**

- Troy Rehabilitation & Improvement Program (TRIP), Inc.

## Preliminary

**NOTE:**  
Copyright 2019 RDM Surveying Consultants  
"All Rights Reserved" and "Unauthorized duplication is a violation of applicable laws."

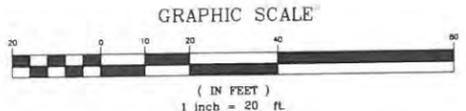
**BOUNDARY AND TOPOGRAPHICAL SURVEY**  
494, 508, & 508 EIGHTH STREET  
LANDS OF  
TROY REHABILITATION & IMPROVEMENT PROGRAM (TRIP), INC.

CITY: TROY	COUNTY: RENSSELAER
STATE: NEW YORK	SURVEY: MAY 23, 2019
SCALE: 1" = 20'	MAP: MAY 30, 2019

**RDM SURVEYING CONSULTANTS**

8 Grange Road  
Troy, N.Y. 12180  
RDMSurveying.net

(518) 279-3425  
FAX: 279-3028  
Rmichael@RDMSurveying.net



DATE	RECORD OF WORK	DRAWN	APPR.
5/30/19	Additional Topography Added	WWJR	RDM
5/30/19	Prepared For TRIP	WWJR	RDM

This Is A PDF Copy Of The Survey, Not An Original Copy.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 1709, sub-division 1, of the New York State Education Law.  
"Only copies from the original of this survey marked with an original of the land surveyor's labeled seal or his embossed seal shall be considered to be valid true copies."  
Only copies from original of this survey marked with an original of the land surveyor's signature in RED shall be considered to be valid copies.  
**ORIGINAL DOCUMENT IS IN RED**

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS  
FOR THE CITY OF TROY**

---

**BE IT RESOLVED**, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for two-year terms from January 24, 2020 to January 23, 2022.

James Morgan  
80 Second Street  
Troy, New York 12180

Brian Rossiter  
80 Second Street  
Troy, New York 12180

Amir Mansourian, Jr.  
3 Larch Avenue  
Troy, New York 12180

Kyle Bourgault  
4000 Main Street  
Troy, NY 12180

John J. Smith  
654 4<sup>th</sup> Street  
Troy, NY 12180

Joseph S. Winarowski, Jr.  
4 St. Luke's Avenue  
Troy, NY 12180

Approved as to form, January 23, 2020

---

*James A. Caruso, Esq.*, Corporation Counsel



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Investigator James Morgan (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 56 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):  
 \_\_\_\_\_, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):  
District Attorney 80 Second Street Troy NY 12180, Troy, New York.

And I maintain my fixed and permanent residence at (print address):  
638A Luther Road in  
East Greenbush NY 12061 (town/village) in Rensselaer County.

Signature: *James M. Morgan*

On Jan 13, 2020, before me appeared James Morgan, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

*Brian D Rossiter*  
Notary Public or Commissioner of Deeds

<p><b>BRIAN D ROSSITER</b>          Commissioner of Deeds, City of Troy          Cert. Filed in Rensselaer County          Commission Expires on <u>3/1/20</u></p>
--

1/13/20  
Date

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND  Pay stub

APPROVED:  
*James Morgan*  
City Clerk

1/14/20  
Date



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Investigator Brian Rossiter (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 58 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):  
\_\_\_\_\_, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):  
District Attorney 80 Second Street Troy NY 12180, Troy, New York.

And I maintain my fixed and permanent residence at (print address):  
236 Clove Road Castleton New York 12033 in  
Town of Schodack (town/village) in Rensselaer County.

Signature: *Brian Rossiter*

On Jan 13<sup>th</sup>, 2020, before me appeared Brian Rossiter, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

*James M. Morgan* \_\_\_\_\_ 1/13/2020  
Notary Public or Commissioner of Deeds **JAMES M MORGAN** Date  
Commissioner of Deeds, City of Troy  
Cert. Filed in Rensselaer County  
Commission Expires on 7/1/20

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

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- Business Card or Work ID AND  Pay stub

APPROVED: *J Morgan*  
City Clerk

1/14/20  
Date



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Amir Mansourian Jr. (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 48 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):  
3 Larch Ave, Troy, NY 12180, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):  
\_\_\_\_\_, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

\_\_\_\_\_ in \_\_\_\_\_ (town/village) in Rensselaer County.

Signature: [Handwritten Signature]

On January 15, 2020, before me appeared Amir Mansourian Jr., to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Handwritten Signature]  
Notary Public or Commissioner of Deeds

**Concettina Graber**  
Commissioner of Deeds  
Qualified in Rensselaer County Date  
Commission Expires 11/7/2021

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND  Pay stub

APPROVED: [Handwritten Signature]  
City Clerk

1/15/20  
Date



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Kyle Bourgault (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 47 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):  
\_\_\_\_\_, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):  
4000 Main Street Troy NY 12180, Troy, New York.

And I maintain my fixed and permanent residence at (print address):  
400 Mc Chesney Ave in  
Troy, NY (Brunswick) (town/village) in Rensselaer County.

Signature: Kyle Bourgault

On 1/21, 2020, before me appeared Kyle Bourgault, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Signature]  
Notary Public or Commissioner of Deeds 1/21/2020 Date

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND  Pay stub

APPROVED: [Signature]  
City Clerk

1/21/20 Date



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, JOHN J. SMITH (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
2. I am 65 years of age and
3. Check one:

- A. I maintain my fixed and permanent residence at (print address): 654 4TH STREET, Troy, New York.
B. I maintain an office or place of business in the City of Troy, at (print address):

And I maintain my fixed and permanent residence at (print address):

in (town/village) in Rensselaer County.

Signature: [Handwritten Signature]

On 1/20, 2020 before me appeared JOHN J. SMITH to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Handwritten Signature] KYLE BOURGAULT COMMISSIONER OF DEEDS QUALIFIED IN THE CITY OF TROY RENSSELAER COUNTY STATE OF NEW YORK COMMISSION EXPIRES 5/3 2020 1/20/20 Date

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
Business Card or Work ID AND Pay stub

APPROVED: [Handwritten Signature] City Clerk

1/21/20 Date



**COMMISSIONER OF DEEDS**  
**Application for Appointment**

To the City Clerk of the City of Troy, New York:

I, Joseph Stephen Winarowski Jr. (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 55 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):

4 St. Lukes Ave, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):

\_\_\_\_\_, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

\_\_\_\_\_ in

\_\_\_\_\_ (town/village) in Rensselaer County.

Signature: *J. Winarowski Jr.*

On January 21, 2020, before me appeared Joseph S. Winarowski, Jr., to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

*[Signature]*  
Notary Public or Commissioner of Deeds

January 21, 2020  
Date

**Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.**

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND  Pay stub

APPROVED:  
*[Signature]*  
City Clerk

1/21/20  
Date

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
ORGANIZATION RESOLUTION AND AGREEMENT FOR A CREDIT CARD  
PROGRAM**

---

**RESOLVED**, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards (“Cards”) under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the designated Officer, or by and successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

**RESOLVED FURTHER**, that the Deputy City Comptroller is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designated Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

**RESOLVED FURTHER**, that the foregoing Resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

**RESOLVED FURTHER**, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

**RESOLVED FURTHER**, that the foregoing Resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council authorizes the Mayor to enter into an Organization Resolution and Agreement for a Credit Card Program.

Approved as to form, January 23, 2020

---

***James A. Caruso, Esq.***, Corporation Counsel

**MEMO IN SUPPORT**

A credit card policy for the Police Department was implemented and approved by the City Council on July 11, 2019. The Police Department is looking to change the current credit card vendor to Pioneer Bank. The attached Organization Resolution and Agreement must be completed for Pioneer to begin the process.

ORD52

**ORDINANCE ADOPTING THE CITY OF TROY CREDIT CARD POLICY – POLICE DEPARTMENT**

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

**Section 1.** The City of Troy Credit Card Policy – Police Department is herein adopted as set forth in Schedule A entitled:

**City of Troy, New York Credit Card Policy – Police Department**

which is attached hereto and made a part hereof

**Section 2.** This act will take effect immediately.

Approved as to form June 20, 2019

\_\_\_\_\_  
James A. Caruso, Corporation Counsel

<b>AYES: 6</b> <b>NOES: 0</b> <b>ABSTAIN: 0</b>	
<b>Troy City Clerk</b> Sent to Mayor <u>July 12, 2019</u> Received from Mayor <u>7-12-19</u> City Clerk <u>M. Morgan</u>	<b>Executive Action</b> Approved <input checked="" type="checkbox"/> Date <u>07-12-2019</u> Veto <input type="checkbox"/> Not Endorsed <input type="checkbox"/> Mayor <u>M. P. ...</u>

ORD 52

**Memo In Support**

The City Comptroller's Office is currently in the process of updating and/or creating new policies to clarify policies and procedures within the office. This ordinance adopts the policies and procedures of the Troy Police Department for the use of credit cards. The Police Department has had their own credit cards for years within the City; however a written policy for internal controls and reporting was never completed. This policy incorporates both recommendation from the New York State Comptroller's Office on how a municipality should maintain credit cards along with the current practices of the department.

**City of Troy, New York**

**Credit Card Policy – Police Department**

Adopted July 2019

### Contents

<b>Section 1</b>	<b>Scope &amp; Objectives</b>
<b>Section 2</b>	<b>Allowable Expenses</b>
<b>Section 3</b>	<b>Approval of Purchases</b>
<b>Section 4</b>	<b>Safekeeping of Credit Cards</b>
<b>Section 5</b>	<b>Tracking of Credit Cards and Activity</b>
<b>Section 6</b>	<b>Requirement of Receipts</b>
<b>Section 7</b>	<b>Reconciliation of Credit Card Statement</b>

#### Section 1 – Scope & Objectives

This policy is to outline the procedure used in the City of Troy Police Department for credit cards usage..

The primary objective is to ensure that a sound procedure is in place that is of sound internal controls.

#### Section 2 – Allowable Expenses

The following items are the only items allowed to be purchased with a credit card in the Police Department:

1. Purchases and services that only accept payment by credit card
2. Urgent purchases for department operations
3. Purchases that allow for significant savings
4. Registration for various training opportunities
5. Vehicle expenses
6. Search warrant returns

There shall be no expenses paid for by these credit cards for City operations that do not involve the City of Troy Police Department.

#### Section 3 – Approval of Purchases

All credit card transactions must be pre-approved by the City of Troy Police Chief. If the Police Chief is absent then transactions may only be approved by the Deputy Police Chief or Assistant Police Chief.

#### **Section 4 – Safekeeping of Credit Cards**

The credit cards shall be stored in a locked filing cabinet within a locked office. The only individuals whom should have access to the credit cards are:

1. City Police Chief
2. Deputy Police Chief
3. Assistant Police Chief
4. One (1) designated administrative employee who is responsible for the tracking of usage and costs

#### **Section 5 – Tracking of Credit Cards and Activity**

There shall be two logs maintained by the designated administrative staff employee to track the credit cards within the Police Department.

The first shall be a sign in and out sheet showing the date, the vendor, the employee who provided the credit card, the reason, the date returned and a signature of whom the card was returned. Each credit card shall have its' own sign in and out sheet

The second log shall be by credit card and include a listing of each transaction. There should be a separate log per month and once the month is completed the log shall be attached to the payment voucher along with the receipts and the credit card statement. The information on the log shall include the vendor, the date of the activity, the employee who used the card, the reason, the amount, the expense account code and any applicable notes.

#### **Section 6 – Requirement of Receipts**

All receipts from approved transactions must be submitted with the return of the credit card to the administration staff member of the Police Department.

#### **Section 7 – Reconciliation of Credit Card Statement**

The monthly credit statement shall have a reconciliation of receipts to any and all activity on the credit card prior to submitting the payment voucher to the City Auditor for payment. The City Auditor shall review the receipts to the statement prior to approving the payment and sending to the City Comptroller's Office.

TROY CITY COUNCIL VOTING RECORD  
Regular Meeting - July 11, 2019

Ordinance No. 52

Resolution No. \_\_\_\_\_

Local Law No. \_\_\_\_\_

Introduced by Mantello at the request of the Administration

Motion/Second: CP/TJK

	<u>Approve</u>		<u>Table</u>		<u>Amend</u>	
	Aye	No	Aye	No	Aye	No
Council Member Gulli	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Garrett <i>absent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Paratore	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Cummings	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Bissember	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Kennedy	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council President Mantello	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
TOTALS	<u>6</u>	<u>0</u>	_____	_____	_____	_____

Motion to Table/Second: \_\_\_\_\_

Motion to Amend/Second: \_\_\_\_\_

Amendment:



**VISA BUSINESS CREDIT CARD APPLICATION**

Incomplete information may cause delays. Please complete in full.  
 Fax to 815.850.3152 or email to [bankcardcredit.commercial@umb.com](mailto:bankcardcredit.commercial@umb.com)

Branch	Associate Name	ID No.
--------	----------------	--------

It's easy to Apply.

NOTE: In accordance with the USA PATRIOT Act, we ask for certain information about you for the purpose of verifying your identity. Please ask a Bank representative for details.

This Business Credit Card Application is subject to your agreements and representations included on page 2 of this document. 5580.7000.0400

<b>BUSINESS INFORMATION</b>	Legal Business Name		Company Name to Appear on Card		Federal Tax ID Number	
	Physical Business Street Address (Include Number, Street, City, State and Zip Code. Do not use PO Box.)					
	Mailing Address (if different from Physical Address, above)				Website Address (URL)	
	Number of Employees	Number of Locations	State Where Organized	Business Phone Number ( )	Date Business Established	State Established
	Description of Business					
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation or Subchapter S Corp. <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Not-for-Profit/Govt.						
<b>BUSINESS FINANCIAL INFORMATION</b>	Primary Bank		Average Checking Account Balance \$	Total Business Assets \$	Total Business Liabilities \$	
	Gross Annual Sales Revenue (Last Year) \$		Net Profit for Last Fiscal Year \$	Total Monthly Loan Payments \$	Total Business Net Worth \$	
	Has business operated at a loss for any of the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: \$ ; Year(s) ; Cumulative? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	Does the business or any owner owe any taxes from prior years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: \$ ; Year(s) ; Cumulative? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	Has the business or any of its owners declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe on a separate sheet, <input type="checkbox"/> attached.					
Is the business or any owner currently involved in a lawsuit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe on a separate sheet, <input type="checkbox"/> attached.						
<b>PERSONAL INFORMATION ON BUSINESS OWNERS (GUARANTORS)</b>	Please provide the following information on all owners (20% or more) of the business. All business owners must sign this Application. Please complete an <i>Addendum for Business Owners</i> form if more than 2 owners exist. <input type="checkbox"/> Check here if <i>Addendum for Business Owners</i> is attached.					
	Name:		Social Security No.:		Position:	
	Address:		Date of Birth:		Owner Since:	
	E-mail:		Total Personal Net worth: \$		Business Ownership: %	
	Phone:		Annual Salary: \$		Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent	
		Other Income*: \$		Monthly Pmt: \$		
Name:		Social Security No.:		Position:		
Address:		Date of Birth:		Owner Since:		
E-mail:		Total Personal Net worth: \$		Business Ownership: %		
Phone:		Annual Salary: \$		Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent		
		Other Income*: \$		Monthly Pmt: \$		
*Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.						
<b>CARD OPTIONS AND ACCOUNT SETUP</b>	Credit Limit Requested \$		<input type="checkbox"/> Check here if this is a request to increase the limit on an existing account. <input type="checkbox"/> Revolving Credit ( available for aggregate credit lines under \$25,000)		<input checked="" type="checkbox"/> Pay in Full Monthly	
	Check A or B: <input type="checkbox"/> (A) Individual Billing (Each Individual cardholder will receive a separate bill and be allowed to accrue and redeem points.)					
	<input checked="" type="checkbox"/> (B) Consolidated Billing (Activity for all individual cards will appear on one statement for which you will submit one payment.)					
	Check C, if desired: <input type="checkbox"/> (C) Rewards Program (\$50 Annual Fee applies. See disclosure for details.)					
	<b>NAMES OF INDIVIDUALS TO BE ISSUED CARDS</b>					
Please complete an <i>Addendum for Business Owners</i> form if more than four cards are requested. <input type="checkbox"/> Check here if <i>Addendum for Business Owners</i> is attached.						
Name of Employee (Print Only)		Title		Used to verify Cardholder Identity		
				Last 4 Digits of SSN      Date of Birth		
				Individual Card Limit		
				\$		
				\$		
				\$		
				\$		
<b>SUPPORTING DOCUMENTATION</b>	<b>With this completed and signed Visa Business Credit Card Application:</b>					
	1. Credit requests greater than \$20,000 and applications from not-for-profits and retailers will require the 2 most recent year-end balance sheets and income statements or Federal Tax returns, and a completed and signed Visa Business Credit Card Application.					
	2. Credit requests greater than \$10,000 for a business less than 2 years old will require copies of the 2 most recent year-end Federal tax returns for each owner who owns 20% or more of the business and a completed and signed Visa Business Credit Card Application.					
	3. If you are approved for a Company credit limit greater than \$50,000, then each year you will be require to provide annual financial reports.					

**VISA BUSINESS CREDIT CARD APPLICATION  
YOUR AGREEMENTS AND REPRESENTATIONS GOVERNING THIS CREDIT CARD APPLICATION**

<b>INTENT OF THIS APPLICATION</b>	<p><b>INTENT OF APPLICATION.</b> The business entity (the "Company") identified on page 1 hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("UMB") to establish a credit card authority for the Company pursuant to which UMB will open one or more credit card accounts ("Account(s)") in the name of the Company and will issue one or more commercial credit cards or card numbers (each a "Card") to the Company and/or the employees or agents of the Company (collectively "Employees") to be used for Company related business, commercial or agricultural purposes. Each person who signs below or on a separate <i>Addendum for Business Owners</i> form on behalf of the Company represents that he or she is duly authorized by the Company to sign this Agreement and to bind the Company to the <i>Company's Agreement Concerning Card Issuance</i>, as set forth herein.</p>
<b>COMPANY'S AGREEMENTS CONCERNING CARD ISSUANCE</b>	<p><b>COMPANY'S AGREEMENTS CONCERNING CARD ISSUANCE.</b> If UMB approves Company's request, UMB will inform the Company of the amount of the Company's credit card authority. UMB will rely on the information provided in this form and any attached sheets regarding (a) the number of Accounts to open; (b) the requested credit limit for each Account; (c) the identity of Employees whose names are to be printed on Cards, in addition to the Company's name; (d) where to send copies of the monthly statements for each Account; and (e) other pertinent information. UMB will then issue Cards in accordance with the credit authority established for the Company. Subsequently, the Company shall give UMB notice of the same information for additional Employees authorized to use Cards, requested changes in credit limits for Accounts, and of termination by the Company of an Employee's authorization to use a Card. A termination notice should be accompanied by the Employee's Card, cut in half. UMB will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after receiving the notice and having had a reasonable period of time thereafter to act thereon. Upon the issuance of Cards, as set forth herein, (i) the Company, by using or authorizing Employees to use Cards, will be deemed to be in agreement, and will comply with all of the terms and conditions stated in the Cardholder Agreement that will accompany the Cards; (ii) the Company will instruct Employees who use Cards to use them in accordance with this Agreement; (iii) the Company will pay when due all charges made to each Account; (iv) UMB may answer questions and give information to others concerning UMB's credit experience with the Company.</p> <p>The Company authorizes UMB to investigate the Company's creditworthiness and payment history and to otherwise verify the information contained in this form. The Company certifies that all information contained in this form is true and correct.</p>
<b>REQUIRED NOTICES</b>	<p><b>REQUIRED NOTICE.</b> The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.</p>
<b>OFFICER / OWNER'S REPRESENTATIONS</b>	<p><b>OFFICER / OWNER'S REPRESENTATIONS.</b> Each Owner/Officer of the Business signing below or on a separate <i>Addendum for Business Owners</i> form certifies that: (1) the information provided in this Application with respect to the Business (including any attachments) is true, correct and complete in all material respects; (2) the personal information provided in this Application with respect to such Owner/Officer is true and correct; (3) the undersigned are authorized to submit this application on behalf of Business; and (4) UMB is hereby authorized, from time to time at its discretion, to check the credit history of Business and the personal credit and employment history of each person signing this application, and to answer questions about Bank's credit experience with Business and each such person.</p>
<b>GUARANTY</b>	<p><b>GUARANTY.</b> <del>Each person signing below (a "Guarantor"), in his or her individual capacity (even though a title or other designation may be placed next to their signature) jointly and severally, unconditionally guarantees and promises to pay to UMB all indebtedness of the Company, identified above, at any time arising under or relating to any credit requested through this <i>VISA Business Credit Card Application</i>, as well as any extensions, increases or renewals of that indebtedness. Each Guarantor waives (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Company or other Guarantor, and (iii) the right to require UMB to proceed against the Company or any other Guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify Guarantor of any additional indebtedness incurred by the Company, or any changes in the Company's financial condition. Each Guarantor also authorizes UMB, without notice or prior consent, to (i) extend, modify compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more Guarantors without proceeding against the Company or another Guarantor, and (iii) release or substitute any party to the indebtedness or this guaranty. Each Guarantor agrees (i) to pay UMB's costs and attorney's fees in enforcing this guaranty; (ii) this guaranty shall benefit UMB and its successors and assigns; and (iii) an electronic or facsimile of Guarantor's signature, in any capacity, may be used as evidence of Guarantor's agreement to the terms of this guaranty. This is a guaranty of payment and not of collection and the Guarantor's liability hereunder shall be primary, direct and immediate. This Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri.</del></p>
<b>SIGNATURES</b>	<p>BY: _____ Signature as Authorizing Officer of Business and as Guarantor Printed Name Date Signed</p> <p>BY: _____ Signature as Authorizing Officer of Business and as Guarantor Printed Name Date Signed</p>
<b>Bank Use Only:</b>	<p><b>Branch Number</b> _____ <b>Associate</b> _____</p> <p><b>Company's Aggregate Outstanding Credit of all cards issued not to exceed \$</b> _____</p>

**ORGANIZATION RESOLUTION AND AGREEMENT  
FOR CREDIT CARD PROGRAM**

\_\_\_\_\_, who is the undersigned Recordkeeper  
for \_\_\_\_\_, (the "Organization"),  
a \_\_\_\_\_ (type of entity) organized under the laws of \_\_\_\_\_ (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on \_\_\_\_\_ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

**RESOLVED**, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

**RESOLVED FURTHER**, that \_\_\_\_\_ is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designated Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

**RESOLVED FURTHER**, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

**RESOLVED FURTHER**, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

**RESOLVED FURTHER**, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RECORDKEEPER**

**Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement**

X \_\_\_\_\_  
Signature  
Name (print): \_\_\_\_\_  
Title (print): \_\_\_\_\_

**ADDITIONAL OFFICER**

**Signature by Second Person, certifying to incumbency of Recordkeeper**

X \_\_\_\_\_  
Signature  
Name (print): \_\_\_\_\_  
Title (print): \_\_\_\_\_

**Affix Seal, if required by Organization's governing documents.**

**Guidelines for Completion** for Customers that are U.S. legal entities:

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

<b>DISCLOSURE INFORMATION</b>	
<b>Annual Percentage Rate ("APR") for Purchases</b>	Visa Business Card: <b>13.25%</b> Visa Business Rewards Card: <b>9.15%</b> Each APR is a variable rate, as explained below.
<b>Other APRs</b>	Cash Advance APR: Visa Business Credit Card - 17.25%. Visa Business Rewards Credit Card - 13.15% Each is a variable rate, as explained below.
<b>Variable Rate Information</b>	Your APR may vary. The regular APR for Purchases is determined monthly by adding 8.00% to the Prime Rate for the Visa Business Credit Card and 3.90% to the Prime Rate for the Visa Business Rewards Credit Card. The regular APR for Cash Advances is determined monthly by adding 12.00% to the Prime Rate for the Visa Business Credit Card and 7.90% to the Prime Rate for Visa Business Rewards Credit Card. The Prime Rate will never be less than 5.25%. See explanation below <sup>1</sup> .
<b>Grace Period for Repayment of the Balance of Purchases</b>	At least 25 days when you pay your balance. Payment in full is required on credit lines greater than \$25,000.
<b>Method of Computing Balance for Purchases</b>	Two-cycle average daily balance (including new purchases)
<b>Annual Membership Fee</b>	Visa Business Credit Card: None Visa Business Rewards Credit Card: \$50 per Card
<b>Minimum Finance Charge</b>	Fifty cents (\$0.50)
<b>Other Fees</b>	Late Charge: \$15 if New Balance is less than \$100; \$29 if New Balance is from \$100 to \$999.99; \$39 if New Balance is \$1,000 or more Cash Advance Fee: 3% of Cash Advance amount, with a \$10 minimum, no maximum on the amount of the fee Overlimit Charge: \$35 Returned Payment Charge: \$29 if a check is presented with insufficient funds, this fee will be assessed International Transaction Fee: 2% of the U.S. dollar amount of each Cash or Purchase Advance

<sup>1</sup> The Prime Rate used to determine the APR for Purchases and for Cash Advances in the highest Prime Rate published in *The Wall Street Journal* on the fifteenth (15th) day of each month, or the next business day if the 15th falls on a weekend or holiday provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed 25% Annual Percentage Rate.

**Cardholder Agreement.** For additional information about the costs and terms of the Account, see Issuer's Cardholder Agreement, which will be sent with the Card. The Cardholder Agreement and the Account will be governed by Missouri and applicable federal law, but Issuer will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by Missouri Revised Statutes Section 408.145. The Cardholder Agreement permits the Issuer to Change the terms of this Account, including the rates, fees and other credit terms, upon notice to the cardholder and subject to the provisions of applicable law.

**IMPORTANT:** The information about the costs of the cards described above is accurate as of February 23, 2015 the date this document was most recently revised. This information may have changed after that date. Please complete in full and send via fax to 816.860.3152 or email [bankcardcredit.commercial@umb.com](mailto:bankcardcredit.commercial@umb.com).

**RESOLUTION PROCLAIMING FEBRUARY 2020 BLACK HISTORY MONTH  
IN THE CITY OF TROY, NEW YORK**

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**WHEREAS**, Black History Month was founded by Dr. Carter G. Woodson, and was first celebrated on February 1, 1926, and since 1976 it has become a nationally recognized month-long celebration, held each year during the month of February to acknowledge and pay tribute to African-Americans; and

**WHEREAS**, a month-long celebration commemorates the extraordinary efforts, accomplishments and victories of African-Americans as they endeavored to develop and promote equal opportunity and social equality; and

**WHEREAS**, Black History Month is the time to celebrate the memory and strength of spirit of those individuals in our nation's history who triumphed over adversity and rose above their circumstances to build dignified lives for themselves, and in so doing, left a cultural legacy for those who were to follow in their paths; and

**WHEREAS**, this month, and throughout the year, let us commit ourselves to raising our awareness and appreciation of the history and culture of people of color and may their American spirit continue to enrich our daily lives; and

**WHEREAS**, this Legislative Body commends the African-American community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Troy City Council does hereby proclaim February 2020 as Black History Month in the City of Troy, New York.

Approved as to form, January 23, 2020

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*James A. Caruso, Esq.*, Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
PROFESSIONAL SERVICE INDUSTRIES, INC (PSI). FOR THE PURPOSE OF  
ASBESTOS INSPECTION SERVICES**

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**WHEREAS**, The City of Troy, New York is requesting qualifications and proposals from firms to provide, as needed, asbestos inspection, project design and air monitoring services. These services ensure that ACM is managed in compliance with all NYS regulatory requirements and to protect the health and well-being of occupants and the general public in City facilities. The City of Troy is seeking to enter into an Independent Services Agreement with a qualified firm to perform these services on an on-call basis for a period of (1) One year with an option to renew for (2) two additional, one-year periods; and

**WHEREAS**, the vendor will provide basic services of the Asbestos inspection, project design and monitoring services firm include, but are not limited to:

1. Survey, bulk sampling, inspection, and report preparation for removal or design for removal of ACM for various City projects.
2. Assess hazards posed by the presence of ACM and recommend appropriate response actions.
3. Plan scope, timing, phasing, and remediation methods to be utilized on ACM abatement projects.
4. Provide comprehensive reports detailing monitoring activities at the conclusion of all asbestos abatement projects.
5. Respond on emergency basis and provide air monitoring 24 hrs/day.

**II. QUALIFICATIONS**

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council authorizes the Mayor to enter into a contract with Professional Service Industries, Inc. for 2020, with an option for an additional one (1) year extension for the year 2021.

Approved as to form February 6, 2020

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James A. Caruso, Corporation Counsel

W. Patrick Madden  
*Mayor*



Monica Kurzejeski  
*Deputy Mayor*

**Bureau of Engineering**

November 25, 2019

Claudia Mahoney, Purchasing Agent  
City of Troy  
City Hall  
433 River Street  
Troy, NY 12180

Re: Asbestos Monitoring & Project Design MSA – RFP  
City of Troy, Rensselaer County NY

On April 11, 2019 proposals were publicly opened for the above referenced project. There were a total of Eight (8) proposals.

The City of Troy Bureau of Engineering is recommending that PSI be chosen for the award. The award is recommended to be made to the highest scored proposal which meets all requested topics.

I hereby certify that, to the best of my knowledge and belief, all applicable municipal procedures were followed, the best proposal is reasonable and acceptable for the contract work, and the contractor who submitted the best proposal is qualified and capable to satisfactorily perform the contract work.

We request your concurrence to award this contract.

Sincerely,

  
Monica Kurzejeski  
Deputy Mayor

City Hall, 433 River Street, Suite 5001  
Troy, New York 12180

AGREEMENT BETWEEN  
THE CITY OF TROY, NEW YORK  
AND  
PROFESSIONAL SERVICE INDUSTRIES, INC.  
(PSI, INC.)

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and Professional Service Industries, Inc. with principal offices located at 104 Erie Blvd., Schenectady, NY 12305 hereinafter called the "vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

**Section 1: General Provisions:**

1.1 Service to Troy            The Vendor shall provide Asbestos Inspection, Project Design and Air Monitoring Services as described in the Request for Proposal Document hereinafter called the "DOCUMENTS". The work shall be provided within the time frames, if any set, out in the documents.

All Proposal documents issued by the City of Troy shall be considered part of the executed contract.

**Section 2: Term:**

2.1 Term                        This agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, for one year with an option to renew for two (2) additional one-year periods.

In the event the Vendor is unable to deliver or fails to deliver the service, as required by the Proposal, the City shall have the right to purchase the same or similar service from a different source. Any additional costs and/or expenses incurred by the City by reason of the service from a different source shall be reimbursed to the City by the Vendor. A letter should be provided to the vendor from the City setting forth the additional costs and/or expenses. Upon receipt of the letter, the vendor shall reimburse the City with thirty (30) days.

**Section 3: Payment:**

3.1 Payment                    Payment for Asbestos Inspection, Project Design and Air Monitoring Services under this Agreement: the City shall pay Professional Service Industries, Inc. (PSI, Inc.) based upon monthly invoices received by the Engineering Department of the City. The fees are described in the attached Cost Proposal Attachment contained in the vendor's Proposal Submission.

3.2 Executory Clause        In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds

appropriated and available for this Contract.

### 3.3 Non Assignment Clause

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the Vendor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

## **Section 4: Workers' Compensation Benefits:**

### 4.1 Workers' Compensation Benefits

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor 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.

## **Section 5: Non Discrimination Requirements:**

### 5.1 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, the Vendor 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, Vendor 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, Vendor 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. Vendor 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.

## **Section 6: Wage and Hours Provision:**

### 6.1 Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least

the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**Section 7: Non-Collusive Bidding Requirement:**

**7.1 Non-Collusive**

**Bidding Requirement** In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the City a non-collusion bidding certificate on Vendor's behalf.

**Section 8: Identifying Information and Privacy Notification:**

**8.1 Federal Employer Identification**

**Number and/or Federal Social**

**Security Number**

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**Section 9: Equal Employment Opportunities for Minorities and Women:**

**9.1(a)**

In accordance with Section 312 of the Executive law:  
The vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**9.1 (b)**

In accordance with Section 312 of the Executive law:  
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

**Section 10: Conflicting Terms:**

- 10.1 Conflicting Terms In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof ) and the terms of this Appendix A, the terms of this Appendix A shall control.

**Section 11: Governing Law:**

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

**Section 12: Service of Process:**

- 12.1 Service of Process In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Section 13: Miscellaneous Provisions:**

- 13.1 Amendment Amendment the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

**Section 14: Insurance:**

The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
  - a. Liability Insurance policies will not be accepted that:
    - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
    - ii. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
    - iii. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
  - b. Contractor shall require any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor's records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate *(If applicable)*.
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or Non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for

- damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:

1. The City of Troy is named additional insured on a primary and non-contributing basis.
2. The Certificate of Insurance shall state the following in the "remarks" section of the Certificate: "The insurance scheduled on this Certificate complies with Section 1.0 Insurance {of the BID or RFP} in its entirety."
3. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
4. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

No work shall be commenced under the contract until the selected proposer has delivered to the City or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the selected proposer concerning indemnification.

#### **Section 15: Termination For Cause:**

The City of Troy reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The City of Troy elect to terminate this contract for cause, The City of Troy will notify the Contractor 10 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The City of Troy.

#### **Section 16: Termination Without Cause:**

The City of Troy may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

#### **Section 17: Indemnification:**

In addition, the selected vendor/proposer shall defend and indemnify the City of Troy with respect to any and all activities occurring on property owned by the City of Troy.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

City of Troy, New York

By: \_\_\_\_\_  
James A Caruso  
Corporation Counsel

By: \_\_\_\_\_  
Wm. Patrick Madden  
Mayor

Professional Service Industries, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) SS:  
CITY OF TROY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , 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

**COST PROPOSAL ATTACHMENT**

**SEALED PROPOSAL**  
**To The**  
**City of Troy, NY**  
**Bureau of Contracts & Procurement**  
**For**  
**Asbestos Inspection, Project Design and Air Monitoring Services**

By submission of this bid or proposal, the bidder certifies that; (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor; (b) This bid or proposal has not been knowingly disclosed and will not be willingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certificate, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of the certificate by the signator of this bid or proposal in behalf of the corporate bidder or proposer.

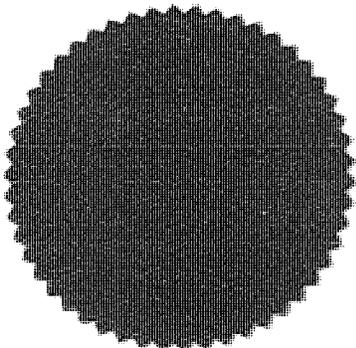
Resolved that John Tranter of Professional Service Industries be  
Name of Corporation  
authorized to sign and submit the bid or proposal of this corporation for the following project  
Asbestos Inspection, Project Design and Air Monitoring Services  
Describe Project

And to include in such bid or proposal the certificates as to non-collusion required by section one hundred three-D of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by  
Professional Service Industries, Inc.  
Corporation at a meeting of its board of directors held on the

10 day of APRIL in the year 2019.

(SEAL OF CORPORATION)



NON- COLLUSION CLAUSE

Pursuant to Section 103-D of the General Municipal Law of the State of New York.

(a) By submission of this bid or proposal, each bidder or proposer and each person signing on behalf of any bidder or proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purposes of restricting competition, as to any matter relation to such prices with any other bidder or proposer or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or proposer and will not knowingly be disclosed by the bidder or proposer prior to opening, directly or indirectly, to any bidder or proposer or to any competitor; and

(3) No attempt has been made or will be made by the bidder or proposer to induce any other persons, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) A bid or proposal shall not be considered for award nor shall any award be made where (a) (1) (2) or (3) above have not been complied with; provided however, that if any bidder cannot make the foregoing certification, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid or proposal shall not be considered for award not shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid or proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder or proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publications of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid or proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (1).

(c) Any bid or proposal hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporation bidder or proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid or proposal contains the certification referred to in the sub-division one of this section, shall be deemed to have been authorized by the Board of Directors or the bidder or proposer, and such authorization shall be deemed to include the signing and submission of the bid or proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**PROPOSAL FORM MUST BE COMPLETED AND SIGNED TO BE  
CONSIDERED FOR AWARD**

**REQUEST FOR PROPOSALS FOR ASBESTOS INSPECTION, PROJECT DESIGN AND  
AIR MONITORING SERVICES**

**Labor\*:**

Asbestos Project/Air Monitor Full Day (Up to 8 hours per day) .....Full Day \$ 405.00

Asbestos Project/Air Monitor Half Day (0 to 4 hours on site) .....Half Day \$ 215.00

Asbestos Project/Air Monitoring Weekend Full Day.....Full Day\$ 415.00

Asbestos Project/Air Monitoring Weekend Half Day.....Half Day\$ 220.00

Asbestos Project Manager .....Hour \$ 85.00

Asbestos designer .....Hour \$ 90.00

Principal Consultant .....Hour \$ 125.00

Overtime Labor Rate (Over a 8 hour Day) .....Hour \$ 67.00

Variance Fee (Includes \$350 submission fee).....Each \$ 1200.00

**Analytical\*:**

Asbestos PCM Air Sample (48 Hour) .....Each \$ 7.50

Asbestos PCM Air Sample (24 Hour Turnaround) ..... Each \$ 9.50

Asbestos PCM Air Sample (Same Day) .....Each \$ 20.00

NIOSH 7402 TEM Air Sample (if required) .....Each \$ 125.00

Bulk Samples\*: (24 hour Turn Around Time)

PLM Bulk sample with Analysis.....Each \$ 12.00

TEM Bulk sample with Analysis.....Each \$ 32.00

PSI  
  
 4-11-19

NOB Bulk sample with PLM Analysis.....Each \$ 25.00

**Other Expenses\*:**

Trip Charge For Project Manager Visits Only .....Each \$ 60.00

Monitoring Close Out Report (per structure) .....LS \$ 350.00

Shipping Overnight to out of area labs (if needed) .....Each \$ 15.00 \*

\*weekend  
delivery  
only.  
No charge  
for weekday  
delivery.

PSI  
99  
4-11-19

Professional Service Industries, Inc.

Name / Address of Company Submitting Proposal

104 Erie Blvd. Schenectady, NY 12305

John J. Tranter

Authorized Representative Submitting Proposal (name printed)

John J. Tranter

Authorized Representative Submitting Proposal (signature)

Manager

Authorized Representative Submitting Proposal - Title

Contact Numbers:

Telephone - 518-377-9841

Cellphone - 518-365-1557

Fax - 518-377-9847

E-mail Address - John.Tranter@intertek.com

Address - 104 Erie Blvd.

Schenectady, NY 12305

Date - 4-10-19

## VACANCY LIST (February 2020)

Department	Title	No.
A1315 Comptroller/Finance	Account Clerk	1
A1440 Engineering	City Engineer	1
A1680 BIS	Data Communications Analyst	1
A3120 Police	Police Officer	5
	Police Captain	1
	Video Clerk	1
A3410 Fire Department	Firefighter/Paramedic	1
	Deputy Fire Chief	1
A3620 Gen Services/Code Enforcement	Senior Code Inspector	1
	Assistant Code Inspector	1
A5110 Gen Services/Streets	Motor Equipment Operator (Light)	2
A8022 Planning/CDBG	Assistant Planner	1
F1640 DPU/Garage	Auto Mechanic Helper	1
F8330 DPU/Purification	Asst. Supervising Water Plant Operator	1
	Water Plant Maintenance Supervisor	1
F8340 DPU/Trans. & Dist.	Water Maintenance Person	3
	Senior Water Maintenance Person II	1
	Laborer	1
G8120 DPU/Sanitary Sewers	Senior Sewer Maintenance Person	1