TROY CITY COUNCIL
FINANCE MEETING AGENDA
July 23, 2020
6:00 P.M.

Pledge of Allegiance
Roll Call
Presentation of Agenda
Public Forum*

2nd Quarter Financial Report – Deputy Comptroller Andrew Piotrowski

LOCAL LAWS

ORDINANCES

44. Ordinance Amending The 2020 General Fund Budget And Accepting Grand Funds From The Troy Capital Resource Corporation For The 2020 Neighborhood Improvement Program (Council President Mantello) (At The Request Of The Administration)

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

46. 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)

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

48. Ordinance Authorizing The City To Create A Capital Project And Amending The Capital Projects Fund Budget To Allow Funding For Said Capital Project (Council President Mantello) (At The Request Of The Administration)

49. Ordinance Declaring Certain City Owned Property As Surplus And Directing The Comptroller To Dispose Of Said Property (Council President Mantello) (At The Request Of The Administration)

50. Ordinance Adopting The City Of Troy Returned Check Policy (Council President Mantello) (At The Request Of The Administration)

* Due to the COVID-19 crisis, this meeting shall be held via videoconference. If you would like a statement added to the record as part of the public forum at the beginning of the meeting, please email your statement to the City Clerk at mara.drogan@troyny.gov at least 1 hour before the start of the meeting. Indicate that it is intended to be read at the meeting and include your address. Public forums for committee meetings are limited to agenda items.

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

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

53. Ordinance Amending The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

54. Ordinance Authorizing The Implementation Of A Parking Violation Amnesty Program (Council President Mantello) (At The Request Of The Administration)

55. Ordinance Authorizing And Ratifying The Employment Contracts With The Police Chief, Deputy Chief Of Police, And Assistant Chief Of Police(Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

72. Resolution Authorizing The City Of Troy To Impose A Service Charge For Returned Checks (Council President Mantello) (At The Request Of The Administration)

73. Resolution Authorizing The Mayor To Enter Into A 2019/2020 Stop-DWI Enforcement Crackdown Agreement With The County Of Rensselaer (Council President Mantello) (At The Request Of The Administration)

74. Resolution Authorizing The Mayor To Enter Into A 2020 Stop-DWI Enforcement Agreement With The County Of Rensselaer (Council President Mantello) (At The Request Of The Administration)

75. Resolution Of The City Of Troy, New York Amending Certain Prior Bond Resolutions Relating To The Combined Sewer Overflow Long Term Control Plan (Council President Mantello) (At The Request Of The Administration)

76. Bond Resolution Of The City Of Troy, New York, Authorizing The Issuance Of $1,600,000 Serial Bonds To Finance The Reconstruction And Improvement Of A City Parking Garage (Council Member Zalewski) (At The Request Of The Administration)

77. A Resolution Authorizing The Issuance Of Up To $3,300,000 In Revenue Anticipation Notes Of The City Of Troy, Rensselaer County, New York In Anticipation Of The Receipt Of Certain Revenue Due During The Fiscal Year Ending December 31, 2020 (Council President Mantello) (At The Request Of The Administration)

78. Resolution Accepting The Rubin Foundation Grant As Awarded By The Louis & Hortense Rubin Community Fellows Program (Council President Mantello) (At The Request Of The Administration)

79. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On Jacob Street Between River And King Streets (Council President Mantello) (At The Request Of The Administration)

80. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On State Street Between First And Third Streets (Council President Mantello) (At The Request Of The Administration)

81. Resolution Of Troy City Council Authorizing The Change Of Traffic Direction On South River Street Between Main And Polk Streets (Council President Mantello) (At The Request Of The Administration)

82. Resolution Approving The City Clerk's Appointment Of Sharon Wells As Assistant To The City Clerk And Setting The Wages Of The Assistant To The City Clerk (Council Member Zalewski)

83. Resolution Supporting The Chaptering Of New York State Legislature Bill A.9952b/S.7880b To Prohibit The Incineration Of Firefighting Foam Containing Per- And Polyfluoroalkyl Substances (PFAs) In Cohoes (Council Member Cummings)

84. Resolution Authorizing The Mayor To Enter Into A Contract With The Boys And Girls Club Of The Capital Area, Inc., For The Purpose Of Providing Trained Personnel To Administer And Operate The South Troy Pool Facility Until August 31, 2020, Under City Supervision (Council President Mantello) (At The Request Of The Administration)

ORDINANCE AMENDING THE 2020 GENERAL FUND BUDGET AND ACCEPTING GRAND FUNDS FROM THE TROY CAPITAL RESOURCE CORPORATION FOR THE 2020 NEIGHBORHOOD IMPROVEMENT PROGRAM

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

Section 1. The City of Troy, New York hereby accepts grant funding from the Troy Capital Resource Corporation for the purpose of the 2020 Neighborhood Improvement Program.

Section 2. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Amendment(s) – CRC Funding

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the 2020 General Fund budget and accepts grand funds from the Troy Capital Resource Corporation for the 2020 Neighborhood Improvement Program.

Schedule A

ORD44

2020 Budget Amendment(s) – CRC Funding

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
		Revenues			
Miscellaneous	A.1000.2705.0091.0000	Gifts & Donations - Capital Resource Corporation	0.00	10,000.00	10,000.00
		Expenditures			
City Council	A.1010.0404.0094.0000	Neighborhood Improvements	0.00	10,000.00	10,000.00
	Net Impact On General Fund			**0.00**	

* Or as previously amended

ORDINANCE AMENDING THE CAPITAL PROJECTS 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 – Electric Vehicles

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the project budget for the Electric Vehicle project. A rebate has been received by the City in the amount of $25,000 and this amendment will allow for the City to purchase an additional vehicle.

Schedule A

ORD45

2020 Budget Amendments – Electric Vehicles

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
		Revenues			
Electric Vehicles	H.5000.3597.0652.0000	State Aid	180,000.00	25,000.00	205,000.00
	Total Capital Projects Fund Budget Revenue Increase			**25,000.00**	
		Expenditures			
Electric Vehicles	H.1640.0202.0652.0000	Vehicles	180,000.00	25,000.00	205,000.00
	Total Capital Projects Fund Budget Expenditure Increase			**25,000.00**	
	Net Impact On Capital Projects Fund			**0.00**	

* Or as previously amended

SEE INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING

AC 1171 (Rev. 10/96)

STATE OF NEW YORK

STATE AID VOUCHER

Voucher No.

1| Originating Agency: NYS Dept. of Environmental Conservation	Orig. Agency Code: 09000	Interest Eligible (Y/N): No	
Payment Date (MM) (DD) (YY)	OSC Use Only	Liability Date (MM) (DD) (YY)	
2| Payee ID: 1000002394	Additional	3| Zip Code	Route	Payee Amount	MIR Date (MM) (DD) (YY)
4| Payee Name (Limit to 30 spaces): City of Troy, New York	IRS Code	IRS Amount	
Payee Name (Limit to 30 spaces): Wm Patrick Madden	Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide
Address (Limit to 30 spaces): 433 River Street, Suite 5001	5	Ref/Inv. No. (Limit to 20 spaces): OGS-DEC-EV-2019	
Address (Limit to 30 spaces)	Ref/Inv. Date (MM) (DD) (YY)	
City (Limit to 20 spaces): Troy (Limit to 2 spaces)→	State: NY	Zip Code: 12180	

Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount
		(Enter description, or note if information is on attached sheets)	
7.12.2019	#79154	1 Nissan Leaf Electric Vehicle	24879.64
7.12.2019	#79154	2 Nissan Leaf Electric Vehicles	49760.38
7.12.2019	#79154	2 Nissan Leaf Electric Vehicles	49757.62

State Aid Program or Applicable Statute: Zero Emission Vehicle Infrastructure

TOTAL	124397.64
Less Receipts	99397.64
NET	25000.00
____ % Claimed State Aid	

Payee Certification:
I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded.

→ Wm Patrick Madden — Signature in Ink — Date: 2.11.2020

Title: Mayor

Name of Municipality: City of Troy, New York

FOR STATE AGENCY USE ONLY — STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received — Date — Page No. — By

I certify that this claim is correct and just, and payment is approved. By — Date

Verified — Audited

State Aid — Certified For Payment of State Aid Amount — By

Expenditure							Liquidation				
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var	Yr		Dept.	Statewide					

☐ Check if Continuation form is attached

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Management and Budget Services
625 Broadway, 10th Floor, Albany, New York 12233-5010
P: (518) 402-9228 | F: (518) 402-9023
www.dec.ny.gov

AID TO LOCALITIES

Contract or Purchase Order Number: DEC01T00824 GG 3350000

Grantee: City of Troy, New York

County: Rensselaer County

Project Name: City of Troy EV Fleet

CERTIFICATION OF COMPLIANCE

On behalf of the Grantee named above, I hereby certify that the work described in the Workplan is complete; that all Grant funds have been expended in accordance with the Budget and Workplan of the purchase order, and in accordance with all applicable State Laws, rules and regulations; and that the Grantee has obtained all required State permits necessary to perform the work covered by the Grant.

FINAL PAYMENT RELEASE

On behalf of the Grantee named above, I hereby certify that in accepting full payment for the estimated State share of the above-referenced project, that should this amount be over and above the amount due as determined by a final audit of the project, conducted by the New York State Office of the State Comptroller, that full repayment will be made to the State of New York or that the overpayment will be deducted from other State funds due the Grantee.

Authorized Representative:

Wm. Patrick Madden, Mayor
(Typed or Printed Name & Title)

(Signature)

Date: February 11, 2020

Telephone Number: (518) 279-7130

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

SELF-CERTIFICATION FORM

I, the undersigned, hereby certify that the attached State of New York State Aid/Standard Voucher dated 02/11/2020 requesting payment in the amount of $ $ 25,000.00 is reasonable, eligible and allowable based upon the specific requirements set forth in Contract or Purchase Order No. T00824 including all Appendices. I also certify that the records upon which the costs are claimed, including those claimed as local match, are maintained strictly in accordance with applicable federal, state and general municipal accounting practices and procedures, including but not limited to those costs claimed as personal services. All documentation associated with this project will be maintained for a period of six years beyond the end of this contract term or three years beyond the close out of any federal grant under which these costs are claimed by NYSDEC, whichever is greater.

I also certify that the work has been completed in conformance with the Workplan document as approved by the New York State Department of Environmental Conservation and in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and standards.

Authorized Representative — Date: 02/11/2020

Chief Fiscal Officer — Date: 02/11/2020

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:

August 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 _____, 2020

_____
Richard T. Morrissey, 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, 2020 through June 30, 2021. Any unused funds and appropriations of this grant during 2020 will be allocated in the proposed 2021 City Budget.

Schedule A

ORD46

August 2020 Budget Amendments – GIVE Grant

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
		Revenues			
Federal Aid	A.3000.4389.1100	NYS GIVE Grant	0.00	154,894.00	154,894.00
		Expenditures			
Police Department	A.3120.0101.0000.0000	Permanent Salaries	9,810,243.00	68,634.00	9,878,877.00
Police Department	A.3120.0103.0037.0000	Overtime - GIVE Grant	0.00	55,200.00	55,200.00
Police Department	A.3120.0409.1100.0000	Consultant Services - GIVE Grant	0.00	29,060.00	29,060.00
Police Department	A.3120.0411.1100.0000	Travel - GIVE Grant	1,500.00	2,000.00	3,500.00
	Net Impact On General Fund			**0.00**	

* Or as previously amended

Project #: GV20-1044-D00 GIVE Initiative

Project Status: New

Participant: Troy, City of

General | Participants | Budget | Work Plan | Questions | Conditions | Acceptance | Contract Checklist

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

Participant	Grant Funds		Matching Funds		Total
Troy, City of		$0.00		$0.00	$0.00
Troy City Police Department		$197,027.00		$0.00	$197,027.00
Total	100.00%	$197,027.00	0.00%	$0.00	$197,027.00

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Save

Budget Summary by Participant
Troy, City of

Troy City Police Department

Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Field Intelligence Officer (FIO)	1	$68,634.00	$68,634.00	$68,634.00	$0.00	X
2	Hot Spot Policing - Enforcement/Investigative comp...	1	$19,440.00	$19,440.00	$19,440.00	$0.00	X
3	Hot Spot Policing - non fatal shooting investigati...	1	$13,800.00	$13,800.00	$13,800.00	$0.00	X
4	Hot Spot Policing - Detective Bureau outreach	1	$21,960.00	$21,960.00	$21,960.00	$0.00	X
	Total			$123,834.00	$123,834.00	$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Field Intelligence Officer (FIO)	1	$42,133.00	$42,133.00	$42,133.00	$0.00	X
	Total			$42,133.00	$42,133.00	$0.00	

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	Crime Analyst-thru John Finn Institute	1	$29,060.00	$29,060.00	$29,060.00	$0.00	X
Total				$29,060.00	$29,060.00	$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Delete
1	DCJS/GIVE related trainings	1	$2,000.00	$2,000.00	$2,000.00	$0.00	X
Total				$2,000.00	$2,000.00	$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$197,027.00	$197,027.00	$0.00

Grant Application **GIVE Initiative**

Project No.	**Grantee Name**	
GV20-1044-D00	Troy, City of	07/09/2020

Project Title: GIVE Initiative

Contacts

Hon. Wm Patrick Madden
Mayor
433 River Street, Suite 5001
Troy, NY 12180
Phone:518-279-7156, Ext: Fax:
Email:patrick.madden@troyny.gov

Capt. Steven Barker
Captain
55 State Street
Troy, NY 12180
Phone:518 270 4657, Ext: Fax:
Email:steve.barker@troyny.gov

Capt. Brian Owens
Captain
55 State Street
Troy, NY 12180
Phone:518-270-4655, Ext: Fax:518-270-4422
Email:brian.owens@troyny.gov

Capt. Raymond White
Captain
55 State Street
Troy, NY 12180
Phone:518 270 4425, Ext: Fax:
Email:raymond.white@troyny.gov

Project Start:	07/01/2020
Project End:	06/30/2021
Project Period	Years 1 Months 0
Submission Date	not submitted

EIN:
146002472
Municipality No:
380257000000
Dun & Bradstreet No:
086955077
Charities Registration No:

_ Not For Profit
_ Sectarian Entity

County:
Rensselaer
Region:
Capital District

BUDGET SUMMARY

Grant Funds:	$197,027.00	100.00%
Matching Funds	$0.00	0.00%
Total Funds	$197,027.00	

Grant Application **GIVE Initiative**

Project No.	Grantee Name	
GV20-1044-D00	Troy, City of	07/09/2020

Summary Description of Project

Project GIVE

Federal Program Purpose Area

Program Purpose Code	Description

Participants

Participant Name	Type	Comments
Troy, City of	Grantee	

Contacts for Troy, City of

Contact Name	Type	Phone
Hon. Wm Patrick Madden	Signatory	518-279-7156

Participant Name	Type	Comments
Troy City Police Department	Implementing Agency	

Contacts for Troy City Police Department

Contact Name	Type	Phone
Capt. Steven Barker	Primary	518 270 4657
Capt. Brian Owens	Primary	518-270-4655
Capt. Raymond White	Primary	518 270 4425
Andrew Piotrowski	Secondary	518-270-7172

Grant Application **GIVE Initiative**

Project No.	Grantee Name	
GV20-1044-D00	Troy, City of	07/09/2020

Work Plan

Goal: The goal of the Gun Involved Violence Elimination (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: People, Places, Alignment, and Engagement.

Objective #1

the Troy City police department will implement the agency¿s selected GIVE strategies, compile information on each partner¿s strategy implementation efforts and complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction. The final combined tool must be uploaded to GMS as an attachment, and a copy emailed to give@dcjs.ny.gov

Task #1 for Objective #1

Complete and upload to GMS the hot-spots policing monitoring tool.

#	Performance Measure
1	The hot-spots policing monitoring tool has been completed and uploaded in GMS.

Task #2 for Objective #1

Complete and upload to GMS the CPTED monitoring tool (if applicable)

#	Performance Measure
1	The CPTED monitoring tool has been completed and uploaded in GMS (if applicable).

Task #3 for Objective #1

Complete and upload to GMS the Focused Deterrence monitoring tool (if applicable)

#	Performance Measure
1	The Focused Deterrence monitoring tool has been completed and uploaded in GMS (if applicable).

Task #4 for Objective #1

Complete and upload to GMS the Street Outreach monitoring tool (if applicable)

#	Performance Measure
1	The Street Outreach monitoring tool has been completed and uploaded in GMS (if applicable).

Objective #2

The Troy City police department will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be uploaded to GMS as an attachment and emailed to give@dcjs.ny.gov.

Task #1 for Objective #2

Complete and upload to GMS a copy of the GIVE Tracker

#	Performance Measure
1	GIVE Tracker completed and uploaded.

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	What percent of your established Minority and Women Business Enterprise goal have you met to date?

Grant Application **GIVE Initiative**

Project No.	Grantee Name	
GV20-1044-D00	Troy, City of	07/09/2020

Specific Questions

Grant Application **GIVE Initiative**

Project No. **Grantee Name**

GV20-1044-D00 Troy, City of 07/09/2020

Budget Summary by Participant

Troy, City of

Troy City Police Department

Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer (FIO)	1	$68,634.00	$68,634.00	$68,634.00	$0.00
Justification: TBD						
2	Hot Spot Policing - Enforcement/Investigative component	1	$19,440.00	$19,440.00	$19,440.00	$0.00
Justification: TBD						
3	Hot Spot Policing - non fatal shooting investigations	1	$13,800.00	$13,800.00	$13,800.00	$0.00
Justification: TBD						
4	Hot Spot Policing - Detective Bureau outreach	1	$21,960.00	$21,960.00	$21,960.00	$0.00
Justification: TBD						
	Total			$123,834.00	$123,834.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer (FIO)	1	$42,133.00	$42,133.00	$42,133.00	$0.00
Justification: TBD						
	Total			$42,133.00	$42,133.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Crime Analyst-thru John Finn Institute	1	$29,060.00	$29,060.00	$29,060.00	$0.00
Justification: TBD						
	Total			$29,060.00	$29,060.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS/GIVE related trainings	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: TBD						
	Total			$2,000.00	$2,000.00	$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$197,027.00	$197,027.00	$0.00

Advance Request

Advance: $0.00

Justification:

Grant Application **GIVE Initiative**

Project No.	**Grantee Name**	
GV20-1044-D00	Troy, City of	07/09/2020

Assurance

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities', in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an on-going drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531
Notice shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning , management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant=s governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act,

if applicable.

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller=s Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency=s (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, A Federal financial assistance@ includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.

13. It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs= Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.

17. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or

disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

19. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of $500,000 or more, unless the recipient:

(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

25. When applicants having 50 or more employees which receive an amount of $500,000 or more, or $500,000 in the aggregate, in any fiscal year, are required to formulate and provide an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:

(a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and

(b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.

26. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds,

shall contain the following statement:

'This project was supported by Grant #_____ , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

27. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

28. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement.

Certified by - on

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 SEWER 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 Transfer(s) – Sewer Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

THE CITY OF TROY ORD47

INTER-OFFICE MEMORANDUM

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: August Council Transfers

Date: July 6, 2020

There are a few transfers required for Sewer on the August 2020 council meeting.

These transfers are required to balance the budget within the Clothing Allowance, Insurance and Workers Comp lines.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

Schedule A

ORD47

2020 Budget Transfer(s) – Sewer Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Sanitary Sewers	G.8120.0303.0000.0000	Other Material & Supplies	280,000.00	(31,800.00)	248,200.00
Sanitary Sewers	G.8120.0203.0000.0000	Other Equipment	10,000.00	(5,000.00)	5,000.00
Sanitary Sewers	G.8120.0423.0000.0000	Uniforms	10,000.00	(5,000.00)	5,000.00
Sanitary Sewers	G.8120.0107.0000.0000	Clothing Allowance	0.00	6,800.00	6,800.00
Sanitary Sewers	G.8120.0406.0000.0000	Insurance	17,000.00	15,000.00	32,000.00
Sanitary Sewers	G.8120.0809.0000.0000	Workers Compensation	45,000.00	20,000.00	65,000.00
	Net Impact On Sewer Fund			**0.00**	

* Or as previously amended

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

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

Section 1. The establishment of a Capital project entitled "State Street Garage"

Section 2. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Amendments – State Street Garage

which is attached hereto and made a part hereof

Section 3. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance establishes the budget for the repairs to the State Street Garage based on the bond resolutions being presented at the same meeting totaling $1,600,000.

Schedule A

ORD48

2020 Budget Amendments – State Street Garage

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
		Revenues			
State Street Garage	H.0000.5731.0672.0000	BANs Redeemed	0.00	1,600,000.00	1,600,000.00
	Total Capital Projects Fund Budget Revenue Increase			**1,600,000.00**	
		Expenditures			
State Street Garage	H.5110.0204.0672.0000	Equipment & Capital Outlay	0.00	1,600,000.00	1,600,000.00
	Total Capital Projects Fund Budget Expenditure Increase			**1,600,000.00**	
	Net Impact On Capital Projects Fund			**0.00**	

* Or as previously amended

ORDINANCE DECLARING CERTAIN CITY OWNED PROPERTY AS SURPLUS AND DIRECTING THE COMPTROLLER TO DISPOSE OF SAID PROPERTY

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

Section 1. Pursuant to §C-41 (B) (8) of the City Charter, the item of City owned property, described in the attached memorandum is herein declared to be surplus and the City Purchasing Agent or a designee, is hereby authorized and directed to sell all said property.

Section 2. The said property shall be sold "as is" for the highest bid price and on such additional terms and conditions as shall be set by the City Comptroller.

Section 3. If no bidder or bidders are interested in any or all of said property, the City Comptroller is hereby authorized to dispose of any such item.

Section 4. This ordinance shall take effect immediately.

Approved as to form _____, 2020

_____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The City Purchasing Agent, or designee, works with the various City departments to identify and dispose of such no longer useful property on a periodic basis.

Surplus List

ORD49

DPW		
Item Description	**Serial/VIN number**	**Unit Number**
2005 Ford Ranger	1FTYR11U45PB04683	20
2006 Chevrolet 2500HD	1GCHK24U36E158981	22
2006 Chevrolet 2500HD	1GCHK24U46E159167	19
2002 GMC 2500HD	1GTHK24U72E191055	46
2004 GMC 2500HD	1GTHK24U74E140769	90
2003 Chevrolet 3500HD dump	1GBJK34U93E366502	42
2009 Chevrolet Tahoe	1GNFK03029R133925	66
2010 Ford F350	1FTWF3BY4AEB01012	5
1991 International bucket truck	1HTSAZPM9MH323153	156
2007 Ford Focus	1FAFP34N47W272366	73
2005 Ford Focus	1FAFP34N05W314271	69
2007 Ford Focus	1FAFP34N27W272365	67
1970 Sicard snow blower	10225	123
1980 Hyster roller	B156C2038	120
Stainless steel salter hoppers (16)		
Electric HVAC motors, assorted (19)		
Honda EG3500X generator		
Hubbel 1000 watt floodlights (3)		
Sweepster skid steer broom		
Pneumatic jackhammers (3)		
Coin-operated parking meters (48)		
Exhaust hose reels (4)		
6 ton chain hoist		
oil hose reels (3)		
Lincoln arc welder		
36" metal brake		
Hydraulic press frame		
WESCO drum lifter		
Golf Course		
John Deere Gator	W004X2X058503	
Jacobsen 5111 mower	69116	
SIP grinder model 50	81-5751	
Toro skid sprayer 41411	80119	
Toro triplex mower 04351	90761	

ORDINANCE ADOPTING THE CITY OF TROY RETURNED CHECK POLICY

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

Section 1. The City of Troy Returned Check Policy is herein adopted as set forth in Schedule A entitled:

City of Troy, New York Returned Check Policy

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

Memo In Support

This policy outlines the City of Troy's policy pertaining to returned checks and how such events shall be processed along with how any applicable fees are to be determined.

City of Troy, New York

Returned Check Policy

Adopted August 2020

Contents

Section 1	**Scope & Objectives**
Section 2	**Fee Determination**
Section 3	**Types of Payments**
Section 4	**Coding of Reason for Returned Payment(s)**
Section 5	**Processing of Returned Payment(s)**
Section 6	**Waiving of Fees**

Section 1 – Scope & Objectives

This policy is to outline the procedure used in the City of Troy ("the City") for returned payments made by individual(s) paying bills and/or fees due to the City.

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

Section 2 – Fee Determination

Any fees charges by the City for a returned payment shall be established by the Troy City Council by resolution pursuant to New York State General Municipal Law §85.

Section 3 – Types of Payments

Any and all payments made to the City are subject to this policy outlined herein.

Section 4 –Coding of Reason for Returned Payment(s)

All returned payments shall be coded for a reason and is to be included in the letter sent to individual(s) who had the returned payment within the letter sent (see Section 5). The following are the primary codes to be used for reasons of returned payments.

Code	Description
NSF	Insufficient funds in the account the payment is drawn from
Unable To Locate Account	Account number online is entered incorrectly
Account Closed	Bank account the funds are drawn from has been closed
Stopped Payment	Individual paying has stopped payment on the check issued
Account Seized	Account has been seized and not available to be drawn on

Section 5 – Processing of Returned Payment(s)

There shall be a designated employee in the City Comptroller's Office who will receive notification of all returned payments. Upon notification the payment will be voided in the City's accounting system to the date of the original payment. Upon completing the void a form letter shall be updated with the applicable information and prepared for signature. The letter shall be sent via first class mail no later than two (2) business days after notification from the appropriate financial institution.

Section 6 – Waiving of Fees

Any individual(s) who wish to contest any fees associated with the returned payment shall make a request in writing to the City Comptroller's Office requesting such waiver along with justification. Any supporting documentation shall be included with this request. The City Comptroller's Office shall review all requests and make a determination within three (3) business days of receiving such request. All decisions made in regards to waiving fees shall be considered final.

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GARBAGE 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 Transfer(s) – Garbage Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer adds additional funding to a department's vehicle expense account.

Schedule A

ORD51

2020 Budget Transfer(s) – Garbage Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Special Recycling	CL.8189.0304.0056.0000	Vehicle Exp - Gas	0.00	1,000.00	1,000.00
Bulk Pickup	CL.8170.0409.0000.0000	Conultant Services	89,660.00	(1,000.00)	88,660.00
	Net Impact On Garbage Fund			**0.00**	

* Or as previously amended

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 WATER 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 Transfer(s) – Water Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

THE CITY OF TROY ORD52

INTER-OFFICE MEMORANDUM

To: Andrew Piotrowski, Deputy Comptroller

From: Chris Wheland, Superintendent of Public Utilities

Subject: August 2020 Water Transfers

Date: July 6, 2020

There are some transfers required for the June 2020 council meeting. These are to cover current expenses and in anticipation of future expenditures.

Many transfers are associated with the clothing allowance costs. Since the clothing allowance has been issued in full, no other clothing allowance costs are anticipated.

Other transfers are associated with required payments for insurances and the Siemens savings program.

Due to an increase in cellular control of offsite properties, the cell phone bill has increased and the transfer is to cover annual anticipate costs associated with controlling pumps and monitoring remote sites.

The large transfer into Consultant Services is for the milling and paving of a small section of Hoosick Street where there was a water main break in late June.

If you have other questions please let me know.

Cc: Patrick Madden, Mayor
Monica Kurzejeski, Deputy Mayor

Schedule A

ORD52

2020 Budget Transfer(s) – Water Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Garage	F.1640.0304.0056.0000	Vehicle Expense - Gas	200,000.00	(20,000.00)	180,000.00
Contingency	F.1990.0418.0000.0000	Contingency	20,822.24	(20,000.00)	822.24
Administration	F.8310.0107.0000.0000	Clothing Allowance	0.00	900.00	900.00
Administration	F.8310.0201.0030.0000	Equipment - Meters	44,800.00	(5,000.00)	39,800.00
Administration	F.8310.0401.0053.0000	Utilities - Telephone	6,500.00	3,000.00	9,500.00
Administration	F.8310.0406.0000.0000	Insurance	66,491.00	20,000.00	86,491.00
Administration	F.8310.0409.0000.0000	Consultant Services	25,000.00	(10,000.00)	15,000.00
Purification	F.8330.0107.0000.0000	Clothing Allowance	0.00	900.00	900.00
Purification	F.8330.0203.0000.0000	Other Equipment	10,000.00	(3,000.00)	7,000.00
Purification	F.8330.0303.0000.0000	Other Material & Supplies	895,000.00	(44,350.00)	850,650.00
Purification	F.8330.0401.0091.0000	Utilities - Siemens	5,765.00	16,000.00	21,765.00
Transmission	F.8340.0102.0000.0000	Temporary Salaries	25,000.00	(20,000.00)	5,000.00
Transmission	F.8340.0107.0000.0000	Clothing Allowance	0.00	8,900.00	8,900.00
Transmission	F.8340.0303.0000.0000	Other Material & Supplies	375,000.00	(17,350.00)	357,650.00
Transmission	F.8340.0405.0068.0000	Rentals - Equipment	7,000.00	20,000.00	27,000.00
Transmission	F.8340.0409.0000.0000	Consultant Services	25,000.00	50,000.00	75,000.00
Transmission	F.9040.0809.0000.0000	Workers Compensation	30,000.00	20,000.00	50,000.00
Garage	F.1640.0805.0016.0000	Dental	1,782.00	(1,782.00)	0.00
Purification	F.8330.0805.0016.0000	Dental	22,272.00	(22,272.00)	0.00
Transmission	F.8340.0805.0016.0000	Dental	20,486.00	(20,486.00)	0.00
Garage	F.1640.0815.0000.0000	Dental	0.00	1,782.00	1,782.00
Purification	F.8330.0815.0000.0000	Dental	0.00	22,272.00	22,272.00
Transmission	F.8340.0815.0000.0000	Dental	0.00	20,486.00	20,486.00
	Net Impact On Water Fund			**0.00**	

* Or as previously amended

ORDINANCE AMENDING THE 2020 GENERAL 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 Amendment(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The following descriptions are indicative of the corresponding amendment(s) in the Reference column on the Schedule A.

1. Various transfers within departments of General Services to provide additional funding as requested.

2. Various transfers within the Police Department to provide additional funding for the remainder of the 2020 fiscal year.

3. The creation of a new account for reimbursement of Covid-19 related expenditures that is part of the CARES Act. This will be reimbursement for items purchased outside of the Police and Fire Departments as they have separate grant funding (See References 4/6).

4. The creation of new accounts for Covid-19 related expenditures for the Fire Department for materials and overtime.

5. Various transfers within the Fire Department.

6. The creation of new accounts for Covid-19 related expenditures for the Police Department for materials and overtime.

7. Various transfers for various departments funded from the General Fund Contingency. It should be noted that the transfer of $45,000 for Bond & Note expense is due to increased activity with the City's bond counsel and financial advisor in relation to the Covid-19 pandemic. While the costs have increased in 2020 the reasons are justified due to the situation the City is faced with and the financial plan set forth.

8. A transfer from Youth Services to the Parks Department for Temporary Salaries because the City will be hiring staff for the 2020 pool season.

Schedule A

ORD53

2020 Budget Amendment(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference	
		Revenues					
Interfund Revenues	A.1000.2801.0407.3024	Community Development - Covid	0.00	50,000.00	50,000.00	3	
Federal Aid	A.3000.4960.0000.3024	Emergency Disaster Assistance	0.00	319,600.00	319,600.00	4	
Federal Aid	A.3000.4960.0000.3024	Emergency Disaster Assistance	0.00	97,403.00	97,403.00	6	
	Total General Fund Budget Revenue Increase			**467,003.00**			
		Expenditures					
OGS Admin	A.1490.0201.0000.0000	Equipment	3,000.00	(2,300.00)	700.00	1	
OGS Admin	A.1490.0402.0000.0000	Postage	600.00	2,300.00	2,900.00	1	
Facilities	A.1620.0103.0000.0000	Overtime	15,000.00	(2,500.00)	12,500.00	1	
Facilities	A.1620.0304.0056.0000	Vehicle Expense - Gas/Oil	3,700.00	2,500.00	6,200.00	1	
Garage	A.1640.0203.0000.0000	Other Equipment	16,000.00	(100.00)	15,900.00	1	
Garage	A.1640.0301.0000.0000	Office Supplies	600.00	100.00	700.00	1	
BIS	A.1680.0201.0000.0000	Equipment	0.00	4,014.00	4,014.00	1	
BIS	A.1680.0303.0000.0000	Other Material & Supplies	39,152.00	(4,014.00)	35,138.00	1	
Traffic	A.3310.0103.0000.0000	Overtime	15,000.00	(4,000.00)	11,000.00	1	
Traffic	A.3310.0304.0056.0000	Vehicle Expense - Gas/Oil	6,000.00	4,000.00	10,000.00	1	
Parks	A.7110.0103.0000.0000	Overtime	25,000.00	(15,000.00)	10,000.00	1	111,472.36
Ice Rinks	A.7140.0401.0054.0000	Utilties - Gas/Oil	24,000.00	15,000.00	39,000.00	1	8,527.64
Golf Course	A.7180.0103.0000.0000	Overtime	35,000.00	(8,000.00)	27,000.00	1	120,000.00
Golf Course	A.7180.0401.0055.0000	Utilities - Water/Sewer	8,000.00	8,000.00	16,000.00	1	
Police	A.3120.0303.0000.0000	Other Material & Supplies	148,500.00	32,000.00	180,500.00	2	
Police	A.3120.0405.0068.0000	Rentals - Equipment	45,000.00	(10,000.00)	35,000.00	2	
Police	A.3120.0410.0000.0000	Training	82,800.00	(10,000.00)	72,800.00	2	
Police	A.3120.0411.0000.0000	Travel	18,000.00	(2,000.00)	16,000.00	2	
Police	A.3120.0423.0000.0000	Uniforms	69,539.00	(5,000.00)	64,539.00	2	
Police	A.3120.0424.0000.0000	Medical Expenses	30,320.00	(5,000.00)	25,320.00	2	
Facilities	A.1620.0303.0000.3024	Other Material & Supplies	0.00	50,000.00	50,000.00	3	
Fire	A.3410.0103.0000.3024	Overtime - Covid	0.00	292,350.00	292,350.00	4	
Fire	A.3410.0303.0000.3024	Other Material & Supplies	0.00	27,250.00	27,250.00	4	
Fire	A.3410.0302.0000.0000	Small Tools & Equipment	5,000.00	1,000.00	6,000.00	5	
Fire	A.3410.0403.0000.0000	Printing & Advertising	500.00	250.00	750.00	5	
Fire	A.3410.0303.0000.0000	Other Material & Supplies	140,000.00	(1,250.00)	138,750.00	5	
Police	A.3120.0103.0000.3024	Overtime - Covid	0.00	14,291.00	14,291.00	6	
Police	A.3120.0303.0000.3024	Other Material & Supplies - Covid	0.00	83,112.00	83,112.00	6	
Fire	A.3410.0401.0055.0000	Utilities - Water / Sewer	0.00	7,500.00	7,500.00	7	
Insurance	A.1910.0406.0000.0000	Insurance	387,524.00	20,000.00	407,524.00	7	
Workers Compensation Admin.	A.1710.0409.0060.0000	Workers Compensation Admin.	41,040.00	540.00	41,580.00	7	
Corporation Counsel	A.1420.0409.0003.0000	Bond & Note Expense	100,000.00	45,000.00	145,000.00	7	
Contingency	A.1990.0418.0000.0000	Contingency	724,507.00	(73,040.00)	651,467.00	7	
Youth Services	A.7310.0409.0000.0000	Consultant Services	243,000.00	(120,000.00)	123,000.00	8	
Parks	A.7110.0102.0000.0000	Temporary Salaries	22,000.00	111,472.00	133,472.00	8	
Parks	A.7110.0806.0000.0000	Social Security	31,747.00	8,528.00	40,275.00	8	
	Total General Fund Budget Expenditure Increase			**467,003.00**			
	Net Impact On General Fund			**0.00**			

* Or as previously amended

ORD#54

ORDINANCE AUTHORIZING THE IMPLEMENTATION OF A PARKING VIOLATION AMNESTY PROGRAM

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

Section 1. It has been determined that there is currently a substantial number of parking violation tickets that are outstanding and delinquent in payment.

Section 2. The City of Troy is hereby implementing a Parking Violation Amnesty Program in order to provide an opportunity for offenders with delinquent parking tickets to resolve the matter(s).

Section 3. The Parking Violation Amnesty Program will be implemented and conducted in accordance with the description that is attached hereto and made a part thereof.

Section 4. This act will take effect immediately.

Approved as to form _____, 2020

_____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance establishes a parking ticket amnesty program to be conducted by the City for the time period of August 1, 2020 through September 15, 2020. Parking tickets will be reduced by 50% for any ticket issued on or before February 29, 2020. For tickets issued from March 1, 2020 through June 30, 2020 the fines will be reduced to $25 per ticket.

This is a way for the City to receive revenue during the ongoing pandemic and also allow the opportunity for those who have outstanding tickets to pay a reduced amount.

This program will be administered entirely through FBS, the City's third party ticket collection company.

ORDINANCE AUTHORIZING AND RATIFYING THE EMPLOYMENT CONTRACTS WITH THE POLICE CHIEF, DEPUTY CHIEF OF POLICE, AND ASSISTANT CHIEF OF POLICE

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

Section 1. The City of Troy and the Chief of Police, Deputy Chief of Police, and Assistant Chief of Police have successfully negotiated employment contracts as per Schedule A attached hereto and made a part hereof,

Section 2. The City Council hereby authorizes the Mayor to execute said contracts on behalf of the City of Troy and ratifies the terms thereof,

Section 3. This act will take effect immediately.

Approved as to form _____, 2020

_____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance ratifies the employment contracts for the Police Chief, Deputy Chief, and Assistant Chief. The terms of the three agreements cover January 1, 2020 through December 31, 2020.

In view of the financial challenges brought on by the COVID pandemic, the Chiefs have agreed to forego a base salary increase for the terms of the agreements herein.

The only change to the agreements allows the awarding of comp time for time worked in excess of 90 hours in any given pay period. Hours worked by the Deputy Chief and Assistant Chief will be monitored by the Police Chief. Hours worked by the Police Chief will be monitored by the Mayor.

Employment Agreement

1. **Agreement.** This employment agreement ("the Agreement") confirms the terms and conditions of the Chief of Police (the "Chief"), to be employed by the City of Troy (the "City"). The terms of the Agreement are effective upon its approval by the Troy City Council.

2. **Duties.** The Chief shall work under the supervision and control of the Mayor.

3. **Salary.** In consideration of the Chief's services to the City, the Chief will receive an annual base salary of $135,600.00. The Chief is a salaried professional exempt from the payment of overtime.

4. **Health Insurance**. The City shall offer health insurance to the Chief. The health insurance plan offered shall be the City of Troy health plan as may be amended from time to time. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief. The Chief may select a single or family plan as applicable.

    a. The Chief, if hired as an employee for the City prior to January 27, 1999, shall be entitled to health insurance in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent without contribution to the cost of the annual health insurance premium. If the Chief was hired as an employee for the City on or after January 27, 1999, he shall contribute by payroll deduction each month twenty (20%) of the annual premium equivalent cost established for either single or family coverage selected in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent. The plan of benefits and respective premium contributions rates, (0% and 20%), set forth in this provision will remain throughout employment and retirement.

    b. Medical co-payments applicable to the Chief are as follows:

        i. **Emergency Care**: Emergency Room visit copay shall be $100.

        ii. **Doctor's office visit**: Copays for office visits; pediatrics; internal medicine; family practice; specialists shall be $25.

        iii. **Out-patient surgery**: Out-patient surgery copay shall be $100.

        iv. **Prescription Copays:**
            - Copayments for Generic prescriptions shall be $10.
            - Copayments for Brand prescriptions shall be $25.
            - Copayments for non-preferred prescriptions shall be $45.

c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief will receive health insurance coverage as described herein and in accordance with the Agreement:

   i. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.

   ii. The Chief may select a single or family plan, as may be applicable, prior to enrollment in Medicare.

   iii. The Chief and his spouse must 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.

   iv. The City may enroll the Chief and his spouse in a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

   v. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

   vi. The City agrees that it shall pay the monthly premium/premium equivalent cost for health insurance (single or family, as may be applicable) for the spouse of the Chief upon the Chief's death after retirement or if he or she is killed in action with the City. The City's obligation to provide continued coverage to the spouse of the Chief shall automatically terminate: (1) upon the spouse's enrollment in Medicare, which enrollment is required and an essential obligation of the spouse in order to receive this benefit; (2) upon the spouse getting remarried; or (3) upon the spouse otherwise being covered by any other health insurance, whichever is earliest. Provided the spouse remains eligible for coverage as described herein, the City will provide the spouse of the Chief with a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

d. Notwithstanding paragraph 4(c)(iii) of this Agreement, in the event the City agrees in writing to reimburse Medicare Part B premiums paid by former employees above the rank of Sergeant in the Police Department, the City agrees to reimburse Medicare Part B premiums paid by the Chief at the same amount and in the same manner.

5. **Dental Insurance.** The City shall offer dental insurance to the Chief. The dental plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing dental insurance benefits through any other carrier or through any other means, including self-insurance, to personnel covered by this Policy. The Chief may select a single or family plan as applicable.

    a. The Chief shall receive dental insurance coverage at no cost, exclusive of all co-pays, coinsurance or deductible requirements set forth in the plan in which he enrolls.

    b. There shall be a $2,000.00 annual cap on all dental work.

    c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief shall receive dental insurance in accordance with the Agreement.

        i. The dental insurance plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.

        ii. The Chief may select a single or family plan as applicable.

        iii. The City will pay 50% of the premium for dental coverage.

        iv. The Chief will be responsible for making the coinsurance and deductible requirements set forth in the plan in which the Chief enrolls.

        v. There shall be a $2,000.00 annual cap on all dental work.

        vi. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

6. **Vacation Leave.** Vacation leave is authorized absence from duty with pay. Vacation leave shall be earned in accordance with the following schedule.

Time Employed with the City	Vacation Leave Earned
61 through 120 months	20 work days per year
121 through 180 months	25 work days per year
181 through 240 months	30 work days per year
241 through 300 months	35 work days per year

301 or more months	40 work days per year

a. The Chief shall receive credit for a month worked for every month in which he worked or received wages for a minimum of fifteen (15) working days. Time lost by the Chief by reason of absence without pay shall not be considered in computing earned credit for vacation leave.

b. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy. The Chief may accumulate leave credits for future use up to a maximum of forty (40) workdays.

c. Vacation leave schedules shall be prepared so as to ensure the continued operation of all City functions without interference.

d. The Chief shall be entitled to compensation of unused vacation leave in any of the following instances:

    a. The Chief gives at least thirty (30) working days written notice regarding termination of his employment with the City.

    b. The Chief is placed on indefinite layoff.

e. In 2018 only, the Chief may sell back to the City up to twenty (20) days of unused vacation time. The Chief must notify the City in writing of his intention to do so on or before November 1st. The City shall make payment on or before December 15th of the same year. Thereafter, the Chief may sell back up to ten (10) days of unused vacation time each calendar year in the same manner described hereinbefore.

7. **Sick Leave.** The Chief shall be allowed time off for illness without limitation. The Chief is required to notice the Mayor of any absence and the reason therefor on the first day of the absence. It is expected that such notice shall be given as soon as possible.

a. Whenever the Chief is reported sick or disabled, it shall be the duty of the police surgeon or other medical professional utilized by the City to inquire into the Chief's condition as soon as possible and, if in his/her judgment, such individual may be unable to perform his duties or may require the attention of a physician, said surgeon or medical professional shall issue a certificate addressed to the Mayor relieving the Chief from duty.

b. Nothing in this provision shall limit the City’s exercise or enforcement of its rights under law with respect to the Chief if he is unable to work as a result of illness or injury not caused by the performance of police duties.

c. If the Chief is unable to perform his duties due to a job-related injury or illness shall, during such absence from duty, he shall continue to receive all benefits under the Agreement to which he would otherwise be entitled.

8. **Bereavement Leave.** The Chief shall be granted five (5) scheduled work days with pay due to death in his immediate family. The term "immediate family" shall include natural parents, foster parents, step parents, grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father in law, mother in law, or any relative residing in the individual's household, which leave shall not be cumulative.

9. **Military Leave.** The Chief shall be eligible for such benefits or leave as may apply to him in accordance with the provisions of applicable law.

10. **Holidays.** The Chief shall receive a day's pay for the following holidays:

New Year's Day	Independence Day
M.L. King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Election Day	Thanksgiving Day
Memorial Day	Christmas Day
Chief's Birthday	

Should the Chief actually work on any of the above-listed holidays, the Chief shall receive up to 8 hours of additional pay, prorated for each hour actually worked.

11. **Compensatory Time**. The Police Chief is a salaried employee and generally not eligible to receive overtime or compensatory time. Notwithstanding this fact and in view of unique circumstances confronting the City at this time, during the term of this contract the Chief may earn compensatory time for the number of hours worked in each pay period in excess of ninety (90) hours. Said Compensatory Time shall be earned at the rate of one and one-half (1.5) hours for each hour worked in excess of ninety (90) hours in any given pay period. Accrued unused compensatory time may be cashed out at any time. All accrued compensatory time will be cashed out upon separation of employment if the Chief gives at least one (1) month written notice regarding termination of his employment with the City.

12 **Longevity.** The City will pay a longevity allowance to the Chief as follows:

Length of Service Completed	**Amount**
Ten (10) years	$1,000.00
Fifteen (15) years	$1,200.00
Nineteen (19) years	$1,400.00
Twenty-Five (25) years	$1,600.00
Twenty-Nine (29) years	$2,000.00

Such allowance shall become effective as of the first day of the year when the anniversary date occurs within that year. All longevity payments shall be made in a lump sum on the first day of December each year.

13. Legislative Approvals. The term of the Agreement is from January 1, 2020 to December 31, 2020 and is subject to approval by the Troy City Council. The Agreement is intended to be read *in pari materia* with the Troy City Charter and Code with respect to any and all terms in the Charter and Code which reference those positions.

a. The Agreement does not amend, limit or otherwise change the rights of the City under the City Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the positions referenced herein. The City retains all rights, duties and powers under all applicable law with respect to the positions referenced herein.

FOR THE EMPLOYEE	FOR THE CITY OF TROY
By:_____	By:_____
Brian Owens	Wm. Patrick Madden Mayor
Dated: _____, 2020	Dated: _____, 2020

Employment Agreement

1. **Agreement.** This employment agreement ("the Agreement") confirms the terms and conditions of the Deputy Chief of Police (the "Deputy Chief"), to be employed by the City of Troy (the "City"). The terms of the Agreement are effective upon its approval by the Troy City Council.

2. **Duties.** The Deputy Chief shall work under the supervision and control of the Mayor and the Chief of Police.

3. **Salary.** In consideration of the Deputy Chief's services to the City, the Deputy Chief will receive an annual base salary of $125,600.00. The Assistant Chief is a salaried professional exempt from the payment of overtime.

4. **Health Insurance**. The City shall offer health insurance to the Deputy Chief. The health insurance plan offered shall be the City of Troy health plan as may be amended from time to time. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Deputy Chief. The Deputy Chief may select a single or family plan as applicable.

    a. The Deputy Chief, if hired as an employee for the City prior to January 27, 1999, shall be entitled to health insurance in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent without contribution to the cost of the annual health insurance premium. If the Deputy Chief was hired as an employee for the City on or after January 27, 1999, he shall contribute by payroll deduction each month twenty (20%) of the annual premium equivalent cost established for either single or family coverage selected in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent. The plan of benefits and respective premium contributions rates, (0% and 20%), set forth in this provision will remain throughout employment and retirement.

    b. Medical co-payments applicable to the Deputy Chief are as follows:

        i. **Emergency Care**: Emergency Room visit copay shall be $100.

        ii. **Doctor's office visit**: Copays for office visits; pediatrics; internal medicine; family practice; specialists shall be $25.

        iii. **Out-patient surgery**: Out-patient surgery copay shall be $100.

        iv. **Prescription Copays:**
            - Copayments for Generic prescriptions shall be $10.
            - Copayments for Brand prescriptions shall be $25.
            - Copayments for non-preferred prescriptions shall be $45.

c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Deputy Chief will receive health insurance coverage as described herein and in accordance with the Agreement:

   i. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Deputy Chief if he retires from the City as defined hereinafter.

   ii. The Deputy Chief may select a single or family plan, as may be applicable, prior to enrollment in Medicare.

   iii. The Deputy Chief and his spouse must 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.

   iv. The City may enroll the Deputy Chief and his spouse in a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

   v. "Retirement from the City" shall be defined as and requires that the Deputy Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

   vi. The City agrees that it shall pay the monthly premium/premium equivalent cost for health insurance (single or family, as may be applicable) for the spouse of the Deputy Chief upon the Deputy Chief's death after retirement or if he or she is killed in action with the City. The City's obligation to provide continued coverage to the spouse of the Deputy Chief shall automatically terminate: (1) upon the spouse's enrollment in Medicare, which enrollment is required and an essential obligation of the spouse in order to receive this benefit; (2) upon the spouse getting remarried; or (3) upon the spouse otherwise being covered by any other health insurance, whichever is earliest. Provided the spouse remains eligible for coverage as described herein, the City will provide the spouse of the Deputy Chief with a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

d. Notwithstanding paragraph 4(c)(iii) of this Agreement, in the event the City agrees in writing to reimburse Medicare Part B premiums paid by former employees above the rank of Sergeant in the Police Department, the City agrees to reimburse Medicare Part B premiums paid by the Deputy Chief at the same amount and in the same manner.

5. **Dental Insurance.** The City shall offer dental insurance to the Deputy Chief. The dental plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing dental insurance benefits through any other carrier or through any other means, including self-insurance, to personnel covered by this Policy. The Deputy Chief may select a single or family plan as applicable.

    a. The Deputy Chief shall receive dental insurance coverage at no cost, exclusive of all co-pays, coinsurance or deductible requirements set forth in the plan in which he enrolls.

    b. There shall be a $2,000.00 annual cap on all dental work.

    c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Deputy Chief shall receive dental insurance in accordance with the Agreement.

        i. The dental insurance plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing benefits through any other carrier or through any other means, including self-insurance, to the Deputy Chief if he retires from the City as defined hereinafter.

        ii. The Deputy Chief may select a single or family plan as applicable.

        iii. The City will pay 50% of the premium for dental coverage.

        iv. The Deputy Chief will be responsible for making the coinsurance and deductible requirements set forth in the plan in which the Deputy Chief enrolls.

        v. There shall be a $2,000.00 annual cap on all dental work.

        vi. "Retirement from the City" shall be defined as and requires that the Deputy Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

6. **Vacation Leave.** Vacation leave is authorized absence from duty with pay. Vacation leave shall be earned in accordance with the following schedule.

Time Employed with the City	**Vacation Leave Earned**
61 through 120 months	20 work days per year
121 through 180 months	25 work days per year
181 through 240 months	30 work days per year
241 through 300 months	35 work days per year
301 or more months	40 work days per year

a. The Deputy Chief shall receive credit for a month worked for every month in which he worked or received wages for a minimum of fifteen (15) working days. Time lost by the Deputy Chief by reason of absence without pay shall not be considered in computing earned credit for vacation leave.

b. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy. The Deputy Chief may accumulate leave credits for future use up to a maximum of forty (40) workdays.

c. Vacation leave schedules shall be prepared so as to ensure the continued operation of all City functions without interference and approved by the Chief of Police and/or the Mayor.

d. The Deputy Chief shall be entitled to compensation of unused vacation leave in any of the following instances:

    a. The Deputy Chief gives at least thirty (30) working days written notice regarding termination of his employment with the City.

    b. The Deputy Chief is placed on indefinite layoff.

e. The Deputy Chief may sell back to the City up to ten (10) days of unused vacation time each calendar year. The Deputy Chief must notify the City in writing of his intention to do so on or before November 1st. The City shall make payment on or before December 15th of the same year.

7. **Sick Leave.** The Deputy Chief shall be allowed time off for illness without limitation. The Deputy Chief is required to notice the Chief of Police and/or the Mayor of any absence and the reason therefor on the first day of the absence. It is expected that such notice shall be given as soon as possible.

    a. Whenever the Deputy Chief is reported sick or disabled, it shall be the duty of the police surgeon or other medical professional utilized by the City to inquire into the Deputy Chief's condition as soon as possible and, if in his/her judgment, such individual may be unable to perform his duties or may require the attention of a physician, said surgeon or medical professional shall issue a certificate addressed to the Chief of Police and/or the Mayor relieving the Deputy Chief from duty.

b. Nothing in this provision shall limit the City's exercise or enforcement of its rights under law with respect to the Deputy Chief if he is unable to work as a result of illness or injury not caused by the performance of police duties.

c. If the Deputy Chief is unable to perform his duties due to a job-related injury or illness shall, during such absence from duty, he shall continue to receive all benefits under the Agreement to which he would otherwise be entitled.

8. **Bereavement Leave.** The Deputy Chief shall be granted five (5) scheduled work days with pay due to death in his immediate family. The term "immediate family" shall include natural parents, foster parents, step parents, grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father in law, mother in law, or any relative residing in the individual's household, which leave shall not be cumulative.

9. **Military Leave.** The Deputy Chief shall be eligible for such benefits or leave as may apply to him in accordance with the provisions of applicable law.

10. **Holidays.** The Deputy Chief shall receive a day's pay for the following holidays:

New Year's Day	Independence Day
M.L. King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Election Day	Thanksgiving Day
Memorial Day	Christmas Day
Chief's Birthday	

Should the Deputy Chief actually work on any of the above-listed holidays, the Deputy Chief shall receive up to 8 hours of additional pay, prorated for each hour actually worked.

11. Compensatory Time. The Deputy Police Chief is a salaried employee and generally not eligible to receive overtime or compensatory time. Notwithstanding this fact and in view of unique circumstances confronting the City at this time, during the term of this contract the Deputy Chief may earn compensatory time for the number of hours worked in each pay period in excess of ninety (90) hours. Said Compensatory Time shall be earned at the rate of one and one-half (1.5) hours for each hour worked in excess of ninety (90) hours in any given pay period. Accrued unused compensatory time may be cashed out at any time. All accrued compensatory time will be cashed out upon separation of employment if the Deputy Chief gives at least one (1) month written notice regarding termination of his employment with the City..

12. Longevity. The City will pay a longevity allowance to the Deputy Chief as follows:

Length of Service Completed	**Amount**
Ten (10) years	$1,000.00
Fifteen (15) years	$1,200.00

Nineteen (19) years	$1,400.00
Twenty-Five (25) years	$1,600.00
Twenty-Nine (29) years	$2,000.00

Such allowance shall become effective as of the first day of the year when the anniversary date occurs within that year. All longevity payments shall be made in a lump sum on the first day of December each year.

13. **Legislative Approvals.** The term of the Agreement is from January 1, 2020, to December 31, 2020 and is subject to approval by the Troy City Council. The Agreement is intended to be read *in pari materia* with the Troy City Charter and Code with respect to any and all terms in the Charter and Code which reference those positions.

    a. The Agreement does not amend, limit or otherwise change the rights of the City under the City Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the positions referenced herein. The City retains all rights, duties and powers under all applicable law with respect to the positions referenced herein.

FOR THE EMPLOYEE	FOR THE CITY OF TROY
By:_____	By:_____
Daniel DeWolf	Wm. Patrick Madden Mayor
Dated: _____, 2020	Dated: _____, 2020

Employment Agreement

1. **Agreement.** This employment agreement ("the Agreement") confirms the terms and conditions of the Assistant Chief of Police (the "Assistant Chief"), to be employed by the City of Troy (the "City"). The terms of the Agreement are effective upon its approval by the Troy City Council.

2. **Duties.** The Assistant Chief shall work under the supervision and control of the Mayor and the Chief of Police.

3. **Salary.** In consideration of the Assistant Chief's services to the City, the Assistant Chief will receive an annual base salary of $120,600.00. The Assistant Chief is a salaried professional exempt from the payment of overtime.

4. **Health Insurance**. The City shall offer health insurance to the Assistant Chief. The health insurance plan offered shall be the City of Troy health plan as may be amended from time to time. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Assistant Chief. The Assistant Chief may select a single or family plan as applicable.

    a. The Assistant Chief, if hired as an employee for the City prior to January 27, 1999, shall be entitled to health insurance in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent without contribution to the cost of the annual health insurance premium. If the Assistant Chief was hired as an employee for the City on or after January 27, 1999, he shall contribute by payroll deduction each month twenty (20%) of the annual premium equivalent cost established for either single or family coverage selected in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent. The plan of benefits and respective premium contributions rates, (0% and 20%), set forth in this provision will remain throughout employment and retirement.

    b. Medical co-payments applicable to the Assistant Chief are as follows:

        i. **Emergency Care**: Emergency Room visit copay shall be $100.

        ii. **Doctor's office visit**: Copays for office visits; pediatrics; internal medicine; family practice; specialists shall be $25.

        iii. **Out-patient surgery**: Out-patient surgery copay shall be $100.

        iv. **Prescription Copays:**
            - Copayments for Generic prescriptions shall be $10.
            - Copayments for Brand prescriptions shall be $25.
            - Copayments for non-preferred prescriptions shall be $45.

c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Assistant Chief will receive health insurance coverage as described herein and in accordance with the Agreement:

   i. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Assistant Chief if he retires from the City as defined hereinafter.

   ii. The Assistant Chief may select a single or family plan, as may be applicable, prior to enrollment in Medicare.

   iii. The Assistant Chief and his spouse must 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.

   iv. The City may enroll the Assistant Chief and his spouse in a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

   v. "Retirement from the City" shall be defined as and requires that the Assistant Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

   vi. The City agrees that it shall pay the monthly premium/premium equivalent cost for health insurance (single or family, as may be applicable) for the spouse of the Assistant Chief upon the Assistant Chief's death after retirement or if he or she is killed in action with the City. The City's obligation to provide continued coverage to the spouse of the Assistant Chief shall automatically terminate: (1) upon the spouse's enrollment in Medicare, which enrollment is required and an essential obligation of the spouse in order to receive this benefit; (2) upon the spouse getting remarried; or (3) upon the spouse otherwise being covered by any other health insurance, whichever is earliest. Provided the spouse remains eligible for coverage as described herein, the City will provide the spouse of the Assistant Chief with a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.

d. Notwithstanding paragraph 4(c)(iii) of this Agreement, in the event the City agrees in writing to reimburse Medicare Part B premiums paid by former employees above the rank of Sergeant in the Police Department, the City agrees to reimburse Medicare Part B premiums paid by the Assistant Chief at the same amount and in the same manner.

5. **Dental Insurance.** The City shall offer dental insurance to the Assistant Chief. The dental plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing dental insurance benefits through any other carrier or through any other means, including self-insurance, to personnel covered by this Policy. The Assistant Chief may select a single or family plan as applicable.

    a. The Assistant Chief shall receive dental insurance coverage at no cost, exclusive of all co-pays, coinsurance or deductible requirements set forth in the plan in which he enrolls.

    b. There shall be a $2,000.00 annual cap on all dental work.

    c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Assistant Chief shall receive dental insurance in accordance with the Agreement.

        i. The dental insurance plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing benefits through any other carrier or through any other means, including self-insurance, to the Assistant Chief if he retires from the City as defined hereinafter.

        ii. The Assistant Chief may select a single or family plan as applicable.

        iii. The City will pay 50% of the premium for dental coverage.

        iv. The Assistant Chief will be responsible for making the coinsurance and deductible requirements set forth in the plan in which the Assistant Chief enrolls.

        v. There shall be a $2,000.00 annual cap on all dental work.

        vi. "Retirement from the City" shall be defined as and requires that the Assistant Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

6. **Vacation Leave.** Vacation leave is authorized absence from duty with pay. Vacation leave shall be earned in accordance with the following schedule.

Time Employed with the City	**Vacation Leave Earned**
61 through 120 months	20 work days per year
121 through 180 months	25 work days per year
181 through 240 months	30 work days per year
241 through 300 months	35 work days per year
301 or more months	40 work days per year

a. The Assistant Chief shall receive credit for a month worked for every month in which he worked or received wages for a minimum of fifteen (15) working days. Time lost by the Assistant Chief by reason of absence without pay shall not be considered in computing earned credit for vacation leave.

b. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy. The Assistant Chief may accumulate leave credits for future use up to a maximum of forty (40) workdays.

c. Vacation leave schedules shall be prepared so as to ensure the continued operation of all City functions without interference and approved by the Chief of Police and/or the Mayor.

d. The Assistant Chief shall be entitled to compensation of unused vacation leave in any of the following instances:

    a. The Assistant Chief gives at least thirty (30) working days written notice regarding termination of his employment with the City.

    b. The Assistant Chief is placed on indefinite layoff.

e. The Assistant Chief may sell back to the City up to ten (10) days of unused vacation time each calendar year. The Assistant Chief must notify the City in writing of his intention to do so on or before November 1st. The City shall make payment on or before December 15th of the same year.

7. **Sick Leave.** The Assistant Chief shall be allowed time off for illness without limitation. The Assistant Chief is required to notice the Chief of Police and/or the Mayor of any absence and the reason therefor on the first day of the absence. It is expected that such notice shall be given as soon as possible.

    a. Whenever the Assistant Chief is reported sick or disabled, it shall be the duty of the police surgeon or other medical professional utilized by the City to inquire into the Assistant Chief's condition as soon as possible and, if in his/her judgment, such individual may be unable to perform his duties or may require the attention of a physician, said surgeon or medical professional shall issue a certificate addressed to the Chief of Police and/or the Mayor relieving the Assistant Chief from duty.

b. Nothing in this provision shall limit the City's exercise or enforcement of its rights under law with respect to the Assistant Chief if he is unable to work as a result of illness or injury not caused by the performance of police duties.

c. If the Assistant Chief is unable to perform his duties due to a job-related injury or illness shall, during such absence from duty, he shall continue to receive all benefits under the Agreement to which he would otherwise be entitled.

8. **Bereavement Leave.** The Assistant Chief shall be granted five (5) scheduled work days with pay due to death in his immediate family. The term "immediate family" shall include natural parents, foster parents, step parents, grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father in law, mother in law, or any relative residing in the individual's household, which leave shall not be cumulative.

9. **Military Leave.** The Assistant Chief shall be eligible for such benefits or leave as may apply to him in accordance with the provisions of applicable law.

10. **Holidays.** The Assistant Chief shall receive a day's pay for the following holidays:

New Year's Day	Independence Day
M.L. King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Election Day	Thanksgiving Day
Memorial Day	Christmas Day
Chief's Birthday	

Should the Assistant Chief actually work on any of the above-listed holidays, the Assistant Chief shall receive up to 8 hours of additional pay, prorated for each hour actually worked.

11. **Compensatory Time.** The Assistant Police Chief is a salaried employee and generally not eligible to receive overtime or compensatory time. Notwithstanding this fact and in view of unique circumstances confronting the City at this time, during the term of this contract the Assistant Chief may earn compensatory time for the number of hours worked in each pay period in excess of ninety (90) hours. Said Compensatory Time shall be earned at the rate of one and one-half (1.5) hours for each hour worked in excess of ninety (90) hours in any given pay period. Accrued unused compensatory time may be cashed out at any time. All accrued compensatory time will be cashed out upon separation of employment if the Assistant Chief gives at least one (1) month written notice regarding termination of his employment with the City...

12. **Longevity.** The City will pay a longevity allowance to the Assistant Chief as follows:

Length of Service Completed	**Amount**
Ten (10) years	$1,000.00
Fifteen (15) years	$1,200.00
Nineteen (19) years	$1,400.00
Twenty-Five (25) years	$1,600.00
Twenty-Nine (29) years	$2,000.00

Such allowance shall become effective as of the first day of the year when the anniversary date occurs within that year. All longevity payments shall be made in a lump sum on the first day of December each year.

13. **Legislative Approvals.** The term of the Agreement is from January 1, 2020 to December 31, 2020 and is subject to approval by the Troy City Council. The Agreement is intended to be read *in pari materia* with the Troy City Charter and Code with respect to any and all terms in the Charter and Code which reference those positions.

    a. The Agreement does not amend, limit or otherwise change the rights of the City under the City Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the positions referenced herein. The City retains all rights, duties and powers under all applicable law with respect to the positions referenced herein.

FOR THE EMPLOYEE

By:_____
Christopher Kehn

Dated: _____, 2020

FOR THE CITY OF TROY

By:_____
Wm. Patrick Madden
Mayor

Dated: _____, 2020

RESOLTUION AUTHORIZING THE CITY OF TROY TO IMPOSE A SERVICE CHARGE FOR RETURNED CHECKS

WHEREAS, payments made by check to the City of Troy, New York are sometimes returned or declined for various reasons; and

WHEREAS, the City of Troy, New York incurs overhead costs related to the processing of returned checks and in notifying payors and reposting payments; and

WHEREAS, New York State General Municipal Law § 85 authorizes the local governing body to establish a charge for such an event.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Troy, New York shall henceforth charge a fee of $20 for returned payments.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

Pursuant to New York State General Municipal Law § 85, the City Council may establish a service charge for check payments that are not honored. This Resolution sets the fee for such dishonored payments at $20 per occurrence.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 2019/2020 STOP-DWI ENFORCEMENT CRACKDOWN AGREEMENT WITH THE COUNTY OF RENSSELAER

WHEREAS, the County of Rensselaer ("County") has instituted a STOP-DWI Program by which it seeks to reduce the number of alcohol related motor vehicle accidents through a number of initiatives including special counter measure enforcement programs; and

WHEREAS, the County requests that the Troy Police Department conduct special DWI patrols within the City of Troy ("City") to enforce State drinking and driving laws for both adult and underage drinkers who are operating motor vehicles; and

WHEREAS, pursuant to the proposed agreement, the County STOP-DWI Program will reimburse the City for the cost of conducting such special DWI enforcement patrols that coincide with the NYS recognized DWI Enforcement Crackdown dates up to a cap of $6,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into a 2019/2020 STOP-DWI Enforcement Crackdown Agreement with the County in substantial conformance with the agreement attached hereto.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

It is a well-known fact that a significant number of motor vehicle accidents, including a number of tragic fatal accidents, are the result of persons, both adult and underage, consuming alcohol and then operating motor vehicles with their operating abilities significantly impaired as a result of their alcohol consumption. In order to take steps to reduce the number of alcohol-related accidents, The County of Rensselaer ("County") instituted a STOP-DWI Program that utilizes various measures to deal with this problem. One such measure is the utilization of special DWI enforcement patrols throughout the County.

In connection with its STOP-DWI Program, the County has requested that the City participate in the program by having the Troy Police Department conduct such special DWI enforcement patrols within the City on dates that coincide with the NYS recognized DWI Enforcement Crackdown dates. Pursuant to this agreement, the County will reimburse the City for costs associated with these DWI patrols up to a cap of $6,000. The presence of these special DWI patrols and resultant enforcement actions will hopefully deter both adult and underage drinkers from engaging in alcohol consumption prior to the operation of motor vehicles.

It is recommended that the City Council pass this resolution authorizing the Mayor to enter into this agreement with the County.

STOP-DWI ENFORCEMENT CRACKDOWN AGREEMENT

THIS AGREEMENT ("Agreement") made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the "County", and City of Troy located at 433 River Street, Troy, NY, 12180, hereinafter called the "Participant". County and Participant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties are interested in enforcing DWI laws and in decreasing number of alcohol related motor vehicle accidents through special countermeasure enforcement programs; and

WHERAS, this goal can be accomplished by increasing public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, by increasing enforcement to deter the motoring public from driving while impaired, and by enforcing alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:

   a. The officers must have completed basic training (Municipal Police Training Council School); and

   b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.

2. The Special DWI patrols will coincide with the NYS recognized DWI Enforcement Crackdown Dates as follows:

   Halloween - October 31 – November 3, 2019

   Thanksgiving - November 27 – December 1, 2019

   Holiday Season - December 11 – January 1, 2020

   Super Bowl - January 31 – February 3, 2020

   St. Patricks' Day - March 13 - March 18, 2020

   Memorial Day - May 22 – 26, 2020

   4th of July - July 3 – July 6, 2020

   Labor Day - August 19 – September 7, 2020

3. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County STOP-DWI Director within 15 days of each detail on forms that will be provided by the County.

4. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be

used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.

5. The Participant may only use STOP-DWI Enforcement Crackdown funding under this Agreement for the crackdown dates listed in Section 2. Should a positive balance exist at the termination of this Agreement those funds will be forfeited and expired.

6. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than $6,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

7. The County STOP-DWI Director may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

8. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

9. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

10. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

11. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

12. The term of this Agreement begins on October 31, 2019 and ends on September 7, 2020.

13. The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

14. The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

15. The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 2020 STOP-DWI ENFORCEMENT AGREEMENT WITH THE COUNTY OF RENSSELAER

WHEREAS, the County of Rensselaer ("County") has instituted a STOP-DWI Program by which it seeks to reduce the number of alcohol related motor vehicle accidents through a number of initiatives including special counter measure enforcement programs; and

WHEREAS, The County requests that the Troy Police Department conduct special DWI patrols within the City of Troy ("City") to enforce State drinking and driving laws for both adult and underage drinkers who are operating motor vehicles; and

WHEREAS, pursuant to the proposed agreement, the County STOP-DWI Program will reimburse the City for the cost of conducting such special DWI enforcement patrols up to a cap of $10,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into a 2020 STOP-DWI Enforcement Agreement with the County in substantial conformance with the agreement attached hereto.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

It is a well-known fact that a significant number of motor vehicle accidents, including a number of tragic fatal accidents, are the result of persons, both adult and underage, consuming alcohol and then operating motor vehicles with their operating abilities significantly impaired as a result of their alcohol consumption. In order to take steps to reduce the number of alcohol-related accidents, The County of Rensselaer ("County") instituted a STOP-DWI Program that utilizes various measures to deal with this problem. One such measure is the utilization of special DWI enforcement patrols throughout the County.

In connection with its STOP-DWI Program, the County has requested that the City participate in the program by having the Troy Police Department conduct such special DWI enforcement patrols within the City. Pursuant to this agreement, the County will reimburse the City for costs associated with these DWI patrols up to a cap of $10,000. The presence of these special DWI patrols and resultant enforcement actions will hopefully deter both adult and underage drinkers from engaging in alcohol consumption prior to the operation of motor vehicles.

It is recommended that the City Council pass this resolution authorizing the Mayor to enter into this agreement with the County.

STOP-DWI ENFORCEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Rensselaer County, acting on behalf of its STOP DWI Department, located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the "County" and City of Troy located at 433 River Street, Troy, NY 12180, hereinafter called the "Participant". County and Participant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHERAS, County wishes to establish and administer, and Participant wishes to participate in, a special countermeasure enforcement program for enforcing existing Driving While Intoxicated "DWI" laws and decreasing the number of alcohol related motor vehicle accidents; and

WHERAS, the program will strive to increase public awareness of the dangers of impaired driving by maintaining a high visibility in the law enforcement area, increase enforcement to deter the motoring public from driving while impaired, and enforce alcohol laws as they relate to minors; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Participant, through its Police Department, will implement Special DWI patrols for traffic safety STOP-DWI measures within the municipal boundaries of Participant. The individuals chosen for the patrols must satisfy the following qualifications:

   a. The officers must have completed basic training (Municipal Police Training Council School); and

   b. The officers must have experience on road patrols, in particular apprehending and charging an impaired driver.

2. Participant, through its Police Chief, will designate a representative to file all activities/expense reports with the County within 15 days of each detail on forms that will be provided by the County.

3. The officers selected for the Special DWI patrols must be assigned by Participant to road patrols for vehicle and traffic violations and drunk driving offenses only. Emergency situations may be answered only to provide initial back-up. In no instance (other than outlined above) shall a Participant STOP-DWI funded officer be used to supplement manpower losses incurred by the Participant. If an officer is ordered to fulfill such a request, County may immediately discontinue program funding under this Agreement.

4. Participant may only use STOP-DWI Enforcement funding under this Agreement for DWI patrols and underage drinking enforcement for the term of this Agreement. If during the term of this Agreement Participant incurs total expenses less than the not-to-exceed amount in Section 5, then County is not required to pay the unused funding amount to Participant.

5. County will reimburse Participant for expenses actually incurred by Participant in providing services under this Agreement, but in no event is County required to reimburse Participant more than $10,000.00. After receipt of all reports required under Section 3 and any other information and documentation reasonably requested by County, County will reimburse Participant in a lump sum payment prior to the termination of this Agreement, provided, however, that Participant expressly acknowledges and agrees that this Agreement is executory to the extent third party funding is relied upon by County for the payment of any goods, labor or services to be furnished by the Participant under the terms and provisions of this Agreement, and that in the event such funding shall not be received by the County, this Agreement may be terminated by County upon reasonable prior written notice to Participant and County shall not be responsible for any reimbursement to Participant.

6. The County may evaluate the Participant STOP-DWI Enforcement program on a continuing basis during the term of this Agreement. The evaluations may, at the discretion of the County STOP-DWI Director, assess, among other things, the effectiveness of the program and the Participant agrees to make modifications to its program if requested by County.

7. Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

8. This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

9. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

10. Participant acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County. Participant agrees to indemnify and hold harmless and defend County and its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by County in connection with any such claims or causes of action, which may arise as a consequence of any act or omission on the part of Participant, its agents or employees which occurs during the performance of the services to be provided hereunder. Participant further agrees (a) to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to County and naming County as additional insured on a primary and non-contributory basis, and (b) to provide to County proof of all such insurance coverage at the time of the signature of this Agreement by Participant.

11. The term of this Agreement begins on January 1, 2020 and ends on December 31, 2020.

12. Non-Discrimination

The Participant agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. Federal, State and Local Law and Regulations Compliance

The Participant agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. Disclosure

The Participant certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering

into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties. Rensselaer County has adopted an electronic signature policy. If this Agreement is signed electronically, then the digital signatures shall appear on the last page of the document and shall be of full force and effect as if signed manually on this page.

DIGITAL SIGNATURE PAGE

RES74

Madden Patrick-Mayor

Digitally signed by Madden Patrick-Mayor
Date: 2019.12.12 14:08:56 EST
Reason: Vendor
Location: ,

RESOLUTION OF THE CITY OF TROY, NEW YORK AMENDING CERTAIN PRIOR BOND RESOLUTIONS RELATING TO THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN

WHEREAS, the City of Troy, New York (the “City”), in conjunction with the CITY OF ALBANY, by the ALBANY WATER BOARD ("Albany"), the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF RENSSELAER ("Rensselaer"), and the CITY OF WATERVLIET ("Watervliet") previously determined and agreed to participate in the provision of a joint sewer project and to contract indebtedness severally therefor in accordance with Section 15.00 of the Local Finance Law pursuant to an agreement of municipal cooperation dated as of February 25, 2015 (the "Intermunicipal Agreement") for Construction, Financing and Operation of a Combined Sewer Overflow Long Term Control Plan ("LTCP"); and

WHEREAS, each of Albany, Cohoes, Green Island, the City, Rensselaer, and Watervliet (collectively, the "Albany Pool Communities") executed and delivered a Municipal Cooperation Agreement dated January 1, 2007 to prepare the LTCP for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the Albany Pool Communities and NYSDEC entered an administrative Order on Consent dated January 15, 2014 (the "Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order; and

WHEREAS, the City entered into the Intermunicipal Agreement to provide for the implementation of the LTCP by the City and the other Albany Pool Communities and to authorize the financing of all, or a portion, of the costs of the LTCP pursuant to the issuance of debt by the Albany Pool Communities; and

WHEREAS, the City Council, on February 5, 2015, adopted Bond Resolution No. 5 of 2015 entitled “BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF $3,537,411 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN”; and

WHEREAS, the City Council, on March 28, 2016, adopted Bond Resolution No. 26 of 2016 entitled “BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $510,391 IN SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN”; and

WHEREAS, the City Council, on July 6, 2017, adopted Bond Resolution No. 56 of 2017 entitled “BOND RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $23,737,191 SERIAL BONDS TO FINANCE A CAPITAL PROJECT DESCRIBED IN THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN”; and

WHEREAS, the City Council now desires to amend Bond Resolution No. 5 of 2015, Bond Resolution No. 26 of 2016, and Bond Resolution No. 56 of 2017 (collectively, the “Prior Bond Resolutions”), to clarify the description of the objects or purposes to be financed with proceeds of obligations to be issued pursuant to the Prior Bond Resolutions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Troy, New York (the “City”) as follows:

Section 1. The first sentence of Section 2 of each of the Prior Bond Resolutions is hereby amended to read as follows (additional/new text is underscored):

> For the specific object or purpose of implementing the LTCP, the City is hereby authorized to undertake the following project described in the LTCP: the reconstruction of the City's sewer system, including, but not limited to, purification or disposal plants or buildings, land or rights in land, including, but not limited to, Partition Street/Broadway sewer and drain facilities and Cross Street sewer outfall and trunk sewer lines in the City, and improvements to sewer facilities located in the other Albany Pool Communities to implement the LTCP including, but not limited to, sewer improvements relating to the Beaver Creek Clean River Project in the City of Albany including improvements to the Third Avenue sewer, screening improvements at the City of Albany's South Plant and planning design and construction of a satellite facility in Lincoln Park, and other sewer improvements in the Albany Pool Communities, to eliminate the discharge of untreated sewage entering the Hudson River, necessary site work and the acquisition and installation of equipment, machinery and apparatus required for the foregoing purpose.

Section 2. Except as otherwise amended in Section 1 hereof, there is no other change to the Prior Bond Resolutions and the Prior Bond Resolutions are hereby ratified and affirmed.

Section 3. This resolution shall take effect immediately upon its adoption.

Approved as to form _____, 2020

_____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This is an **amendment** to three (3) prior bond resolutions approved by then respective Troy City Council pertaining to the Combined Sewer Overflow ("CSO") Project. This project is financed through the New York State Environmental Facilities Corporation ("EFC") and the City closes on tranches of financing to drawdown on in various year blocks for this project.

The City has been working with EFC throughout 2020 to establish a closing date for the next round of financing for the project. This financing includes the City's share for work being done in the City of Albany. Due to the way all the bond resolutions were written EFC has, after multiple conversations, requested that City amend all resolutions herein. The amendment clarifies language for various projects within the CSO Project and also adds language for future projects the City is committed to.

This amendment has been reviewed prior to presentation to the City Council by both the City's bond counsel and the counsel for EFC. To our understanding no further amendments will be needed as part of this project.

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF $1,600,000 SERIAL BONDS TO FINANCE THE RECONSTRUCTION AND IMPROVEMENT OF A CITY PARKING GARAGE

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

Section 1. The City is hereby authorized to undertake the reconstruction and improvement of an existing municipal parking garage in and for the City, including original equipment, machinery, furnishings, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at an estimated maximum cost of $1,600,000.

Section 2. The plan for financing such estimated maximum cost shall be by the issuance of $1,600,000 in serial bonds (the "Bonds") of the City, which are hereby authorized to be issued pursuant to this resolution.

Section 3. The City's engineer has determined that the useful life of the aforesaid class of objects or purposes is at least fifteen (15) years. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen (15) years pursuant to paragraph 35 of Section 11.00(a) of the Local Finance Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This is an amended bond resolution in the amount of $1,600,000 for improvements to the State Street Garage. Previously the City Council had tabled a resolution in the amount of $2,000,000; however after such tabling the project budget and funding options were reviewed and the above amount was determined acceptable. The project can be completed within this amount by:

1. A decreased contingency for the total project

2. The use of a $200,000 bond resolution ***previously approved*** as part of the 2020 General Fund Capital Plan that was to be used for other improvements to DPW Facilities.

3. The use of a $175,000 bond resolution ***previously approved*** as part of the 2017 General Fund Capital Plan that was being used for the engineering costs of this project and the remaining balance would be used for construction. The amount remaining is approximately $84,000.

While there are other projects that are in need of improvements through the previously passed bond resolutions it is imperative that the work be done to improve the State Street Garage to preserve an existing investment and revenue stream; and to decrease future costs.

An analysis has been completed and attached hereto in which the revenue generated from the average parking spaces sold in early 2020 would cover the debt payments associated with a bond resolution in the amount of $1,600,000 along with the current operating expenses of this garage.

City of Troy, New York
State Street Garage Financial Analysis

Current Fee Structure				
Year	**Total Revenue**	**Total Debt Expense**	**Total Operating Expense**	**Net Profit (Loss)**
2021	162,000	16,000	25,999	120,001
2022	162,000	101,000	25,999	35,001
2023	162,000	102,650	25,999	33,351
2024	162,000	104,275	25,999	31,726
2025	162,000	108,375	25,999	27,626
2026	162,000	135,802	25,999	198
2027	162,000	135,802	25,999	199
2028	162,000	135,802	25,999	198
2029	162,000	135,802	25,999	198
2030	162,000	135,802	25,999	198
2031	162,000	135,802	25,999	199
2032	162,000	135,802	25,999	198
2033	162,000	135,802	25,999	199
2034	162,000	135,802	25,999	198
2035	162,000	135,802	25,999	199

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO $3,300,000 IN REVENUE ANTICIPATION NOTES OF THE CITY OF TROY, RENSSELAER COUNTY, NEW YORK IN ANTICIPATION OF THE RECEIPT OF CERTAIN REVENUE DUE DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020

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

Section 1. There are hereby authorized to be issued Revenue Anticipation Notes (the "Notes") of the City in anticipation of the receipt of moneys to be received from the State of New York, the United States government, and/or from Rensselaer County as a portion of the distribution of the County sales and compensating use tax, which are due during the City's fiscal year ending December 31, 2020 (the "Revenue").

Section 2. The amount of such Revenue estimated in the City's 2020 annual budget which is uncollected on the date of this resolution exceeds $3,300,000.

Section 3. The maximum amount of Notes authorized to be issued is up to $3,300,000.

Section 4. The Notes shall be of such amount, terms, form and content, and shall be sold in such manner as may be prescribed by the City Comptroller, the chief fiscal officer of the City, consistent with the provisions of this resolution and the Local Finance Law.

Section 5. Pursuant to the authority delegated in this resolution, the City Comptroller may issue Notes during the City's 2020 fiscal year in an amount not in excess of the difference between the amount of uncollected or unreceived Revenue and the amount of any outstanding revenue anticipation notes previously issued in anticipation of the collection or receipt of the Revenue.

Section 6. The period of maturity of the Notes shall not exceed one year. The Notes may be renewed from time to time, but each renewal shall be for a period not exceeding one year and in no event shall the Notes, or the renewals thereof, extend beyond the close of the second fiscal year succeeding the fiscal year in which the Notes are issued. The Notes shall not be renewed in an amount in excess of the difference between the amount of uncollected or unreceived Revenue and the amount of any other outstanding revenue anticipation notes issued in anticipation of the collection or receipt of such Revenue.

Section 7. The faith and credit of the City shall be and are hereby pledged for the punctual payment of the principal of and interest due on the Note as the same shall become due and payable.

Section 8. No Notes shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the “Act”), shall have first reviewed and

commented on the issuance of the Notes to the extent required by, and in accordance with the requirements of, the Act.

Section 9. This resolution shall take effect immediately upon its adoption.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This resolution authorizes the issuance in an amount not to exceed $3,300,000 in Revenue Anticipation Notes ("RAN") due to the financial losses created by the Covid-19 pandemic. As has been previously discussed with the City Council this is the third step in the approach being taken predicated on federal aid being approved.

This is being presented to the City Council now in advance of federal legislation being approved so that the City will be able to go to the market and issue the notes as needed upon the federal aid being approved. It is important to note that this will only be issued if and when federal legislation is approved to provide assistance to local municipalities. This resolution lapses as of December 31, 2020; therefore it is only available for use this year. This is the first step of multiple layers of work that needs to be completed in order to issue a RAN. The City Comptroller's Office will keep both the City administration and City Council aware if and when the RAN is issued and the steps being taken in between. This approval enables the City to be as prepared as possible in the event federal aid is approved.

RESOLUTION ACCEPTING THE RUBIN FOUNDATION GRANT AS AWARDED BY THE LOUIS & HORTENSE RUBIN COMMUNITY FELLOWS PROGRAM

WHEREAS, during the period of time between January and May of 2020, the City of Troy, NY, in conjunction with Sage Colleges, applied for the Rubin Foundation's Grant for the proposal entitled "Leveraging Community Partnerships to Create Educated Consumers from the Ground Up"; and

WHEREAS, in June of 2020, the City's Recycling Coordinator was notified of receipt of said award in the amount of $14,500; and

WHEREAS, the grant being proposed to the City Council was prepared in accordance with municipal laws and ordinances; and

WHEREAS, by virtue of meetings, webinars, interviews and conference calls, all solid waste board members were afforded an opportunity to be heard and comment upon the proposed grant; and

WHEREAS, the funding endorses and supports the goals, principals, policies and standards upon which proposals for the immediate and long-range diversion and beneficial use of materials and decrease of solid waste volume generated by the city are based; and

WHEREAS, the grant will be used to pay subscription costs for computer software that will answer citizens' questions regarding how to recycle or dispose of unwanted materials properly, and for other outreach programs designed to educate the public about environmentally responsible disposal methods.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby accepts the grant of funds as it will have a positive impact on the environment and economy of the City, its residents, and businesses; and

BE IT FURTHER RESOLVED, that the City Council hereby accepts the funds awarded by the Louis and Hortense Rubin Community Fellows Program on behalf of the citizens of Troy, with gratitude and appreciation; and

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

Memo in Support

In April of 2020, the Solid Waste Advisory Board's educational outreach sub-team began investigating options for educational outreach to the community regarding solid waste and recycling protocol, information and overall engagement. Making the consideration to utilize software as part of our educational outreach was accelerated by the COVID pandemic, as prior to that it was our intention to do direct, in-person outreach with information highlighted on our website. For the 2020 calendar year, we received grant funding from DEC to fund 50% of any outreach done by the City, up to $49,000.

During this period of time, an additional grant was applied for (Rubin Foundation, affiliated with Sage Colleges) and an initial approval of the proposal was accepted. Although the requested funding amount was reduced by the fiscal strain of the pandemic, we were notified of receipt of grant award in the amount of $14,500 on June 24th, 2020. Of these award funds, $7,000 is directly allocated to the annual subscription costs for software solutions.

The balance of subscription costs would be divided equally between the City and DEC and will be between $1000-$2500 dependent on the extent of "data transformation" they are required to do to have our information imported correctly info the system.

Since the awarded grant will straddle 2020-2021, the City will work with the selected vendor to parse out the grant equally between the two years.

After the grant period has been completed, the annual costs would be approximately $7,800 for the software and would be 50% grant-funded by DEC as part of the MWRR grant, thus resulting in a net-cost to the City of $3,900 annually.

The sub-committee conducted extensive interviews, attended webinars and had numerous conference calls with both Recycle Coach and ReCollect, which were the two "finalists" after considering many options. A comparison of these two products highlighted advantages in both product knowledge of the sales and service force by ReCollect, as well as greater opportunities for data-mining by the City and multi-modal interfaces for the resident and business users.

THE LOUIS & HORTENSE RUBIN COMMUNITY FELLOWS PROGRAM

RES78

Renee K. Panetta
Recycling Coordinator
Troy City Hall
433 River Street, Suite #5001
Troy, NY 12180

June 24, 2020

Ref: Leveraging community partnerships to create educated consumers from the ground up

Dear Renee,

It is my great pleasure to inform you that your above-referenced project has been approved by the Rubin Community Fellows Program in the amount of $14,500. The Program is always appreciative of collaborative efforts with sustainable future outcomes. We look forward to learning of the results of your efforts!

Frederick Alm

Program Director
Rubin Community Fellows Program
Office of the Provost
The Sage Colleges
65 First St.
Troy, NY 12180

CC:
Emilly Obuya, PhD
Associate Professor
Department of Chemistry and Biochemistry
The Sage Colleges

Theresa Hand, OTD, OTR/L, CHT
Provost
The Sage Colleges

RESOLUTION OF TROY CITY COUNCIL AUTHORIZING THE CHANGE OF TRAFFIC DIRECTION ON JACOB STREET BETWEEN RIVER AND KING STREETS

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on Jacob Street between River Street and King Street, from one-way west-bound, to one-way east-bound.

Approved as to form, _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

RES79

Wm. Patrick Madden
Mayor

Monica Kurzejeski
Deputy Mayor

Department of
Planning & Economic Development
City Hall
433 River Street
Troy, New York 12180

Steven Strichman
Commissioner of Planning & Economic Development

Phone: (518) 279-7166
Fax: (518) 268-1690
Steven.Strichman@troyny.gov

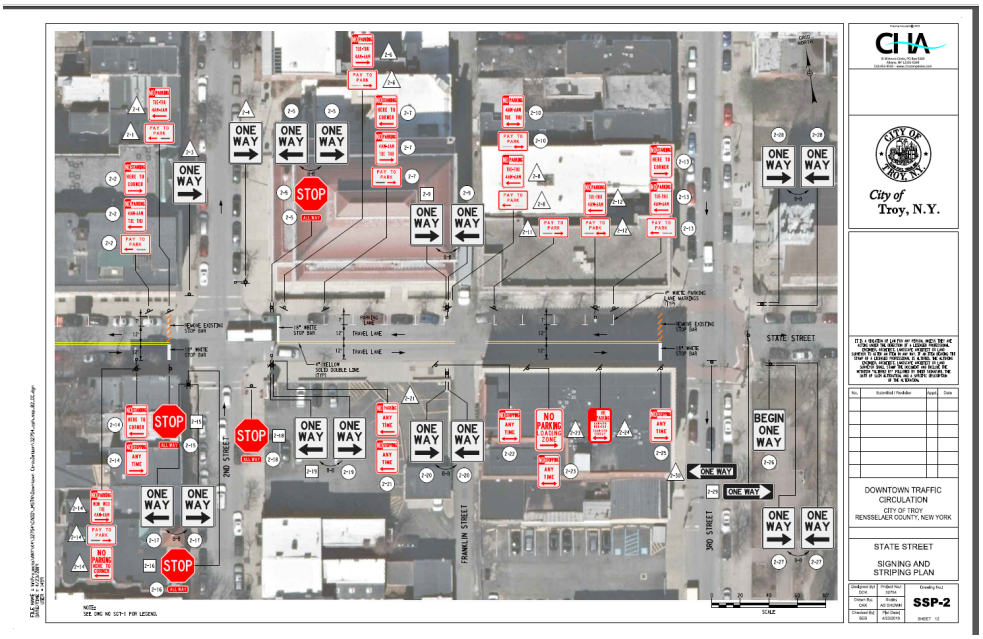
To: City Council
From: Steven Strichman, Commissioner of Planning and E.D.
Date: 6/4/20/20
Re: Call for Public Hearings:
Jacob St. – change from one-way west to one-way east between River and King Streets
State St. – change from one-way to two-way between First and Third Streets
South River St. – change from two-way to one-way north between Main and Polk Streets.

JACOB STREET

The Trail extension from Riverfront Park north, behind the Dinosaur and Restaurant Row has resulted in a one-way north to Jacob Traffic flow behind Ryan's/Browns. Jacob Street west of River Street is two-way, but it is logical to change the direction of Jacob between River and Kings from one-way west to one-way east to facilitate vehicles exiting from the restaurants, TRIP and others. This also makes reduces congestion at the Federal Street intersection, by not making north bound vehicles head south to make the u-turn. The change was reviewed and approved by Clough Harbors, pending some clearing to improve visibility when entering King Street, which will be taken care of by the Vecino Group. One way allows for parking/loading to remain on both sides of King.

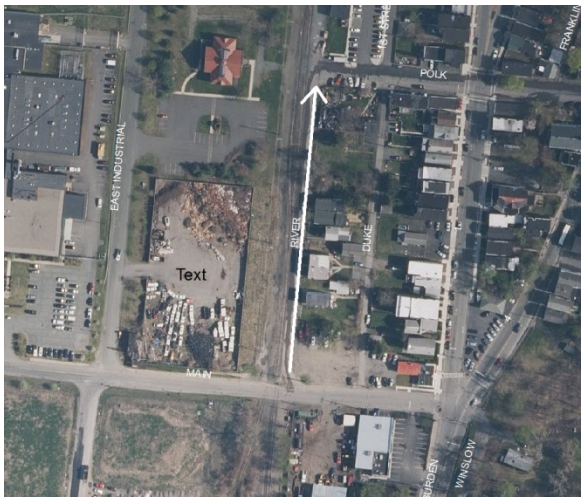
STATE STREET

In order to facilitate traffic flow downtown, Clough Harbors evaluated continuing the two-way traffic that currently exists on State Street between Front Street and 1st Street, two blocks further east to 3rd Street. This helps with circulation during the farmers market, creates opportunities for occasional closing of Broadway, and at all times facilitates navigation to the River Street Parking Garage.



SOUTH RIVER STREET

As part of the South Troy Industrial Road project, improvement on Main Street that cross the CSX rail line, required a public hearing by the State of New York. The improvements to the crossings were approved, but one on the stipulations was that South River Street be converted to one-way north, because of its proximity to the rail crossing. Much of the traffic going south-bound, is cut-through traffic heading to other locations, so this will be an improvement for residents in the area, with the small inconvenience of having to access property from Main Street.



June 10, 2020

Steven Strichman
Commissioner of Planning & Economic Development
Troy City Hall
433 River St., Suite 5001
Troy, NY 12180

Re: PIN: 1751.59, South Troy Industrial Park Road – Phase I; Modification to South River Street
City of Troy, Rensselaer County, CM110232

Dear Mr. Strichman,

With regards to the Main Street CSXT at-grade rail crossing (USDOT #508667S) and the associated conditions within the NYSDOT Office of Modal Safety & Security Report & Order of January 8, 2020, Creighton Manning Engineering, LLP (CM) is requesting the City progress with the conversion of South River Street (from Main Street to Polk Street) to One-Way northbound. As documented in the Order, the only other option is a closure of the Main Street/South River Street intersection.

Creighton Manning recommends the One-Way conversion option over the full intersection closure to maintain access to the properties fronting South Main Street without creating a dead end street. The conversion will improve safety at Main Street, at the at-grade rail crossing, and provide sufficient room to install the modern signalization equipment to be installed by NYSDOT and the City.

Please feel free to contact me if you have any questions or require additional information regarding this request.

Regards,
Creighton Manning Engineering, LLP

Jeffrey W. Pangburn, PE
Project Manager

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RESOLUTION OF TROY CITY COUNCIL AUTHORIZING THE CHANGE OF TRAFFIC DIRECTION ON STATE STREET BETWEEN FIRST AND THIRD STREETS

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on State Street between First Street and Third Street, from one-way east-bound, to a two-way east and west-bound traffic pattern.

Approved as to form, _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

RES80

Wm. Patrick Madden
Mayor

Monica Kurzejeski
Deputy Mayor

Department of
Planning & Economic Development
City Hall
433 River Street
Troy, New York 12180

Steven Strichman
Commissioner of Planning & Economic Development

Phone: (518) 279-7166
Fax: (518) 268-1690
Steven.Strichman@troyny.gov

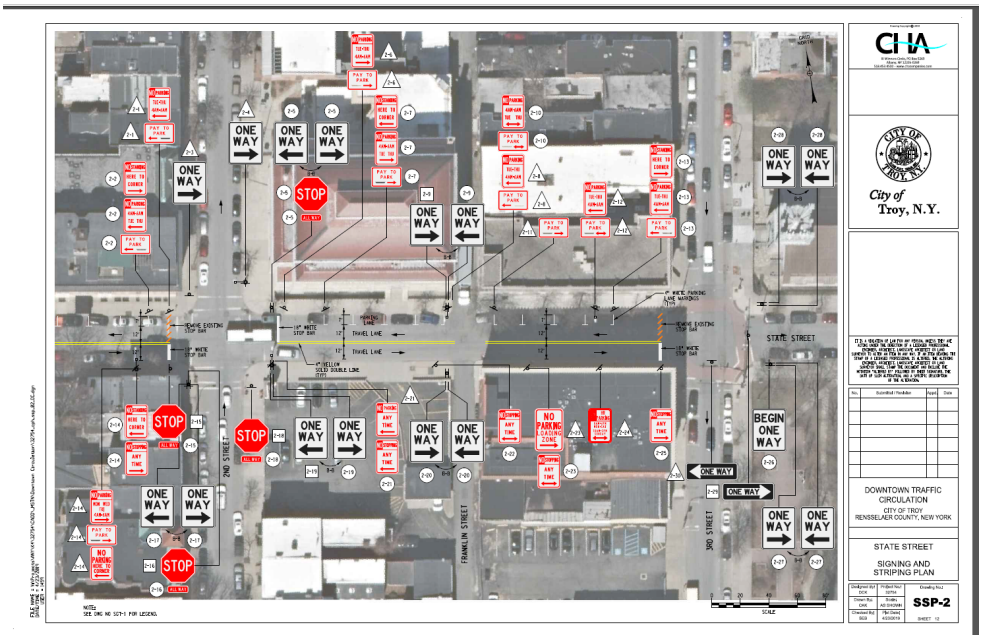
To: City Council
From: Steven Strichman, Commissioner of Planning and E.D.
Date: 6/4/20/20
Re: Call for Public Hearings:
Jacob St. – change from one-way west to one-way east between River and King Streets
State St. – change from one-way to two-way between First and Third Streets
South River St. – change from two-way to one-way north between Main and Polk Streets.

JACOB STREET

The Trail extension from Riverfront Park north, behind the Dinosaur and Restaurant Row has resulted in a one-way north to Jacob Traffic flow behind Ryan's/Browns. Jacob Street west of River Street is two-way, but it is logical to change the direction of Jacob between River and Kings from one-way west to one-way east to facilitate vehicles exiting from the restaurants, TRIP and others. This also makes reduces congestion at the Federal Street intersection, by not making north bound vehicles head south to make the u-turn. The change was reviewed and approved by Clough Harbors, pending some clearing to improve visibility when entering King Street, which will be taken care of by the Vecino Group. One way allows for parking/loading to remain on both sides of King.

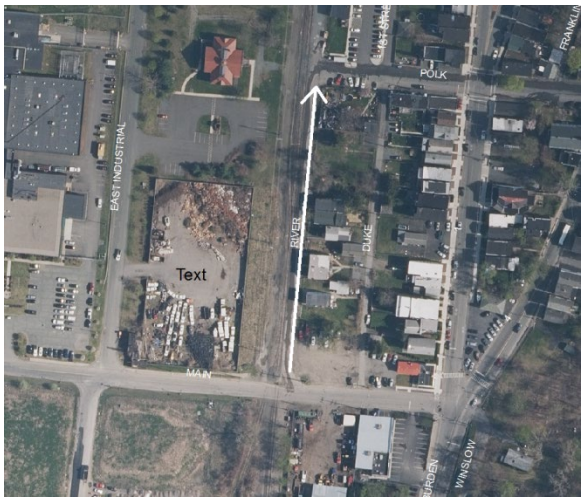
STATE STREET

In order to facilitate traffic flow downtown, Clough Harbors evaluated continuing the two-way traffic that currently exists on State Street between Front Street and 1st Street, two blocks further east to 3rd Street. This helps with circulation during the farmers market, creates opportunities for occasional closing of Broadway, and at all times facilitates navigation to the River Street Parking Garage.



SOUTH RIVER STREET

As part of the South Troy Industrial Road project, improvement on Main Street that cross the CSX rail line, required a public hearing by the State of New York. The improvements to the crossings were approved, but one on the stipulations was that South River Street be converted to one-way north, because of its proximity to the rail crossing. Much of the traffic going south-bound, is cut-through traffic heading to other locations, so this will be an improvement for residents in the area, with the small inconvenience of having to access property from Main Street.



June 10, 2020

Steven Strichman
Commissioner of Planning & Economic Development
Troy City Hall
433 River St., Suite 5001
Troy, NY 12180

Re: PIN: 1751.59, South Troy Industrial Park Road – Phase I; Modification to South River Street
City of Troy, Rensselaer County, CM110232

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With regards to the Main Street CSXT at-grade rail crossing (USDOT #508667S) and the associated conditions within the NYSDOT Office of Modal Safety & Security Report & Order of January 8, 2020, Creighton Manning Engineering, LLP (CM) is requesting the City progress with the conversion of South River Street (from Main Street to Polk Street) to One-Way northbound. As documented in the Order, the only other option is a closure of the Main Street/South River Street intersection.

Creighton Manning recommends the One-Way conversion option over the full intersection closure to maintain access to the properties fronting South Main Street without creating a dead end street. The conversion will improve safety at Main Street, at the at-grade rail crossing, and provide sufficient room to install the modern signalization equipment to be installed by NYSDOT and the City.

Please feel free to contact me if you have any questions or require additional information regarding this request.

Regards,
Creighton Manning Engineering, LLP

Jeffrey W. Pangburn, PE
Project Manager

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RESOLUTION OF TROY CITY COUNCIL AUTHORIZING THE CHANGE OF TRAFFIC DIRECTION ON SOUTH RIVER STREET BETWEEN MAIN AND POLK STREETS

IT IS HEREBY RESOLVED that the Troy City Council authorizes changing the vehicle travel direction on South River Street between Main Street and Polk Street, from two-way north and south-bound, to one-way northbound.

Approved as to form, _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

RES81

Wm. Patrick Madden
Mayor

Monica Kurzejeski
Deputy Mayor

Department of
Planning & Economic Development
City Hall
433 River Street
Troy, New York 12180

Steven Strichman
Commissioner of Planning & Economic Development

Phone: (518) 279-7166
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Steven.Strichman@troyny.gov

To: City Council
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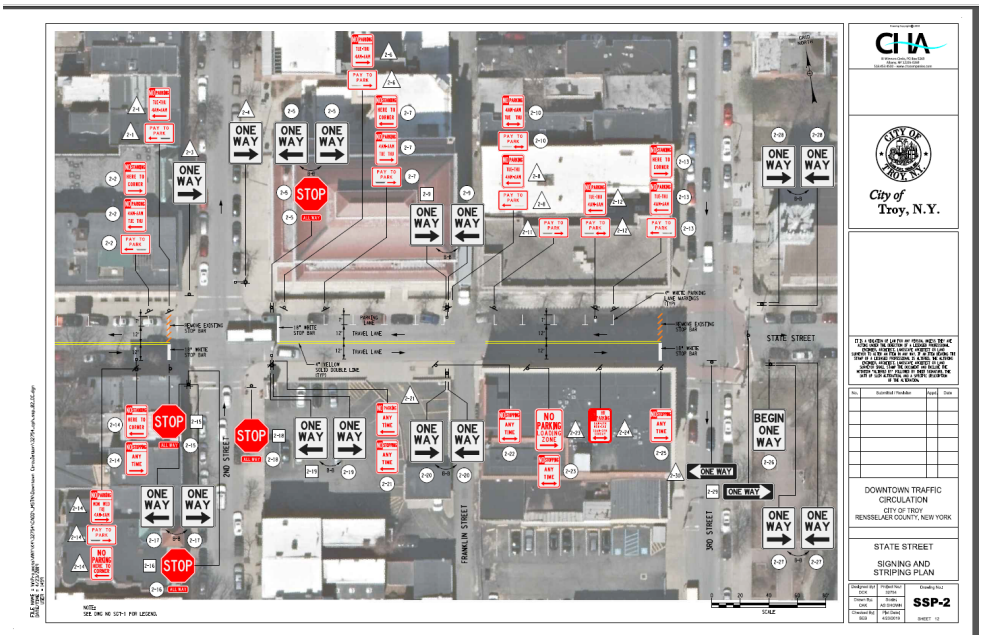
The Trail extension from Riverfront Park north, behind the Dinosaur and Restaurant Row has resulted in a one-way north to Jacob Traffic flow behind Ryan's/Browns. Jacob Street west of River Street is two-way, but it is logical to change the direction of Jacob between River and Kings from one-way west to one-way east to facilitate vehicles exiting from the restaurants, TRIP and others. This also makes reduces congestion at the Federal Street intersection, by not making north bound vehicles head south to make the u-turn. The change was reviewed and approved by Clough Harbors, pending some clearing to improve visibility when entering King Street, which will be taken care of by the Vecino Group. One way allows for parking/loading to remain on both sides of King.

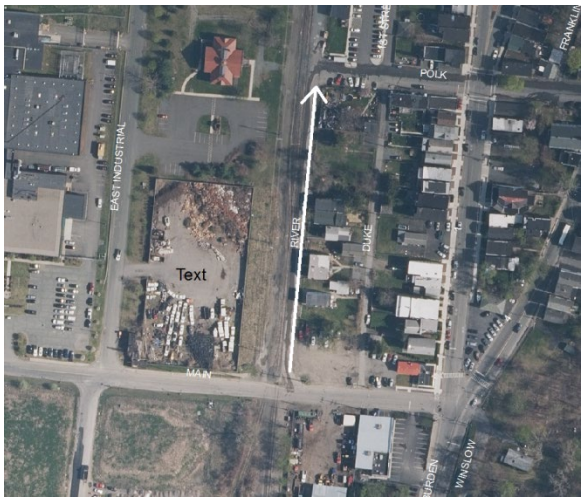
STATE STREET

In order to facilitate traffic flow downtown, Clough Harbors evaluated continuing the two-way traffic that currently exists on State Street between Front Street and 1st Street, two blocks further east to 3rd Street. This helps with circulation during the farmers market, creates opportunities for occasional closing of Broadway, and at all times facilitates navigation to the River Street Parking Garage.



SOUTH RIVER STREET

As part of the South Troy Industrial Road project, improvement on Main Street that cross the CSX rail line, required a public hearing by the State of New York. The improvements to the crossings were approved, but one on the stipulations was that South River Street be converted to one-way north, because of its proximity to the rail crossing. Much of the traffic going south-bound, is cut-through traffic heading to other locations, so this will be an improvement for residents in the area, with the small inconvenience of having to access property from Main Street.



June 10, 2020

Steven Strichman
Commissioner of Planning & Economic Development
Troy City Hall
433 River St., Suite 5001
Troy, NY 12180

Re: PIN: 1751.59, South Troy Industrial Park Road – Phase I; Modification to South River Street
City of Troy, Rensselaer County, CM110232

Dear Mr. Strichman,

With regards to the Main Street CSXT at-grade rail crossing (USDOT #508667S) and the associated conditions within the NYSDOT Office of Modal Safety & Security Report & Order of January 8, 2020, Creighton Manning Engineering, LLP (CM) is requesting the City progress with the conversion of South River Street (from Main Street to Polk Street) to One-Way northbound. As documented in the Order, the only other option is a closure of the Main Street/South River Street intersection.

Creighton Manning recommends the One-Way conversion option over the full intersection closure to maintain access to the properties fronting South Main Street without creating a dead end street. The conversion will improve safety at Main Street, at the at-grade rail crossing, and provide sufficient room to install the modern signalization equipment to be installed by NYSDOT and the City.

Please feel free to contact me if you have any questions or require additional information regarding this request.

Regards,
Creighton Manning Engineering, LLP

Jeffrey W. Pangburn, PE
Project Manager

N:\Projects\2010\110-232 South Troy Prelim Design\documents\20200610 S River St.docx

RESOLUTION APPROVING THE CITY CLERK'S APPOINTMENT OF SHARON WELLS AS ASSISTANT TO THE CITY CLERK AND SETTING THE WAGES OF THE ASSISTANT TO THE CITY CLERK

BE IT RESOLVED, that pursuant to § C-6 of the City Charter, the City Clerk's appointment of Sharon Wells as Assistant to the City Clerk is hereby confirmed, and the wages of the Assistant to the City Clerk shall be set at the rate of $17.00 per hour, not to exceed $15,000.00 per year.

Approved as to form, _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

RESOLUTION SUPPORTING THE CHAPTERING OF NEW YORK STATE LEGISLATURE BILL A.9952B/S.7880B TO PROHIBIT THE INCINERATION OF FIREFIGHTING FOAM CONTAINING PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) IN COHOES

WHEREAS, in February of 2020 documents obtained through a Freedom of Information Act Request demonstrated that the company Tradebe had contracted with the United States Department of Defense to incinerate aqueous film forming foams (AFFF) that contain per- and polyfluoroalkyl substances (PFAS); and

WHEREAS, Tradebe sent AFFFs containing PFAS to its Norlite Plant in Cohoes, New York, beginning in 2018; and

WHEREAS, The Norlite Plant then reportedly burned two million pounds of AFFFs containing PFAS in its kilns; and

WHEREAS, AFFFs containing PFAS are specifically designed to suppress fire and PFAS compounds reflect properties of heat resistance; and

WHEREAS, the federal Environmental Protection Agency in its "Technical Brief on Per- and Polyfluoroalkyl Substances (PFAS): Incineration to Manage PFAS Waste Streams" in February of 2020 stated that "PFAS compounds are difficult to break down due to fluorine's electronegativity and the chemical stability of fluorinated compounds. Incomplete destruction of PFAS compounds can result in the formation of smaller PFAS products, or products of incomplete combustion (PICs), which may not have been researched and thus could be a potential chemical of concern" and concluded that "the effectiveness of incineration to destroy PFAS compounds and the tendency for formation of fluorinated or mixed halogenated organic byproducts is not well understood."; and

WHEREAS, PFAS compounds have been found through scientific research to be persistent, bioaccummulative, toxic, and immunosupressive; and

WHEREAS, among other known impacts and risks associated with PFAS exposure, the C8 Science Panel's series of studies involving over 69,000 people living in areas contaminated by PFAS, found links between PFAS exposure and ulcerative colitis, thyroid disease, high cholesterol, pregnancy induced hypertension, testicular cancer, prostate cancer, and kidney cancer; and

WHEREAS more recent studies have also demonstrated that PFAS exposure impacts human fertility, fetal growth, and the development of immune-responses in infants and children; and

WHEREAS, Troy may have already been impacted by previous burning and would likely be impacted by the continued burning of AFFFs containing PFAS at the Norlite facility in Cohoes. Emissions of PFAS have been documented to be wind transported over long distances and recent

research has demonstrated that soil and water near the Norlite facility is contaminated with ten PFAS compounds, where the levels of PFAS were twice as high downwind from the facility; and

WHEREAS, Troy is a close distance to Cohoes and the prevailing winds that generally move from west to east towards Troy, make it more likely that Troy would be impacted by any PFAS emissions from the Norlite facility if it is allowed to continue burning PFAS. The North Central neighborhood is just across the Hudson River from the Norlite facility, which sits less than two miles from Troy City Hall; and

WHEREAS, the City of Troy, New York is a city that values the health and well-being of all its residents and of those residents of surrounding communities; and

WHEREAS, the City Council believes there is a need for an urgent and immediate response to ensure the health of Troy's residents and their neighborhoods moving forward; and

WHEREAS, the State Senate and Assembly sagely and unanimously passed A.9952B/S.7880B on June 9th; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of Troy does hereby support and urge the Governor to sign into law A.9952B/S.7880B to immediately ban the burning and incineration of firefighting foams in the neighboring city of Cohoes; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to transmit a certified copy of this resolution to N.Y.S. Governor Andrew M. Cuomo.; N.Y.S. Senators Neil Breslin and Daphne Jordan; N.Y.S. Assembly Members John McDonald and Jacob Ashby.

Approved as to form _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BOYS AND GIRLS CLUB OF THE CAPITAL AREA, INC., FOR THE PURPOSE OF PROVIDING TRAINED PERSONNEL TO ADMINISTER AND OPERATE THE SOUTH TROY POOL FACILITY UNTIL AUGUST 31, 2020, UNDER CITY SUPERVISION

WHEREAS, it is the desire of the City of Troy and The Boys and Girls Club of the Capital Area, Inc., to enter into the Agreement attached hereto; and

WHEREAS, the City Council desires to formalize this relationship by authorizing the execution of the contract between the City of Troy and The Boys and Girls Club of the Capital Area, Inc.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Troy hereby authorizes the Mayor to enter into the attached Agreement with The Boys and Girls Club of the Capital Area, Inc., to provide trained personnel to administer and operate the South Troy Pool Facility until August 31, 2020, under City supervision, effective immediately.

Approved as to form, _____, 2020

_____
Richard T. Morrissey, Corporation Counsel

T H I S A G R E E M E N T

Made on the _____17th_____ day of _____July_____, 2020, by and between City of Troy, whose principal place of business is situated at City Hall, in the City of Troy, County of Rensselaer and State of New York, herewith referred to as "City", and The Boys & Girls Clubs of the Capital Area, Inc. whose principal place of business is 21 Delaware Avenue, County of Albany, State of New York, hereinafter referred to as "Agency".

W I T N E S S E T H:

WHEREAS, the City is desirous of obtaining the services of the Agency in order to help provide wholesome and beneficial recreation and education for the children of Troy, New York, and thus to help reduce and prevent juvenile delinquency within the City of Troy, and

NOW THEREFORE, this Agreement

W I T N E S S E T H:

That the parties hereto agree, as follows:

1. The Agency hereby agrees to supply services to recruit, train and provide supervisors, lifeguard, and security and pool attendant personnel for the operation of the South Troy Pool for the 2020 season. The Agency's Site Supervisor will be overseen by the Parks and Recreation Supervisor, Kevin Graber.

2. Payment for services will be reimbursed after receipt of payroll records for staff specific to the services described in Schedule A. Payment will be made within 30 days of receipt of invoice and supporting documentation.

3. Upon agreement of both parties, the total sum of money that the City agrees to pay, as set forth in the above paragraph, may be reduced if both parties agree that there will be unencumbered funds. Any reduction in the total contract sum will be made in writing and appropriate adjustments will be made in Schedule A.

4. The Agency hereto agrees, as follows:
    a. to make available for audit and inspection by the Auditor of the City of Troy, its plant facilities and financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and keep such records available for inspection by properly qualified personnel of the City of Troy or of the State;
    b. to report to the City of Troy at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;
    c. to comply with such rules and regulations as the City of Troy and the State may make from time to time pursuant to law;
    d. to maintain the following general liability insurance coverage on all locations and facilities as described below:
        i. 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.
            1. Liability Insurance policies will not be accepted that:
                a. 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

b. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
c. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.

2. 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.

ii. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.

iii. 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.

iv. 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 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.
3. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixth (60) days written notice of the contrary;

e. not to assign, transfer, convey, sublease or otherwise dispose of said agreement or the right, title or interest therein or the power to execute the same to any other person, company or corporation without the previous consent, in writing, of the City of Troy;

f. that said Agreement may be terminated by the City or the Agency on thirty (30) days prior notice, in writing, to the other;

g. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

5. That at all times during the terms of this Agreement the Agency shall remain as to the City an independent contractor and shall retain its separate identity and shall remain a separate entity and shall not in any way be an agent of the City.

6. That the Agency shall indemnify, defend and hold harmless the City, its officials, agents, appointees and employees from all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs and attorney fees, consequential damages, and punitive damages) arising out of the work or performance of the Agency.

7. That the City shall indemnify, defend and hold harmless the Agency, its officials, agents, appointees and employees from all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs and attorney fees, consequential damages, and punitive damages) arising out of the work or performance of the City.

8. The terms of the within Contract shall commence on July 17, 2020, and shall terminate on August 31, 2020.

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

CITY OF TROY

BY: _____
Wm. Patrick Madden
Mayor

BOYS & GIRLS CLUBS OF THE CAPITAL AREA

BY: _____

Approved as to form:

Date: _____

_____
Richard T. Morrissey
Corporation Counsel