CERTIFICATION

I, Mara Drogan, City Clerk to the City Council of the City of Troy, located in the County of Rensselaer, State of New York, do hereby certify that the attached is an official document of the Troy City Council, the original of which is on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the City of Troy on July 28, 2020.

Mara Drogan
City Clerk
City of Troy, New York

(SEAL)

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 July 24, 2020

Richard T. Morrissey, Corporation Counsel

AYES: 7	**NOS: 0**	**ABSTAIN: 0**	**ABSENT: 0**
Troy City Clerk		**Executive Action**	
Sent to Mayor July 24, 2020		Approved /	Date 07-24-2020
Received from Mayor 7/27/20		Veto	Not Endorsed
City Clerk		Mayor	

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.

TROY CITY COUNCIL VOTING RECORD
Special Meeting - July 23, 2020

Ordinance No. 54

Resolution No._____

Local Law No._____

Introduced by Mantello at the request of the Administration

Motion/Second: KZ/JG

	Absent	Approve			Table		Amend	
		Aye	No	Abstain	Aye	No	Aye	No
Council Member Gulli	☐	☒	☐	☐	☐	☐	☐	☐
Council Member McPherson	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Steele	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Cummings	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Zalewski	☐	☒	☐	☐	☐	☐	☐	☐
Council Member McDermott	☐	☒	☐	☐	☐	☐	☐	☐
Council President Mantello	☐	☒	☐	☐	☐	☐	☐	☐
TOTALS		7	0	0				

Motion to Table/Second: _____

Motion to Amend/Second: _____

Amendment:

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 July 24, 2020

Richard T. Morrissey, Corporation Counsel

AYES: 6	**NOS: 1 (Cummings) ABSTAIN: 0**	**ABSENT: 0**
Troy City Clerk		**Executive Action**
Sent to Mayor July 24, 2020		Approved ✓ Date 07-24-2020
Received from Mayor 7/27/20		Veto ____ Not Endorsed ____
City Clerk M Morgan		Mayor ____

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

By:_____
Daniel DeWolf

Dated: _____, 2020

FOR THE CITY OF TROY

By:_____
Wm. Patrick Madden
Mayor

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

TROY CITY COUNCIL VOTING RECORD
Special Meeting - July 23, 2020

Ordinance No. 55

Resolution No._____

Local Law No._____

Introduced by Mantello at the request of the Administration

Motion/Second: KAM/JG

~~K2/KAM~~

	Absent	Approve			Table		Amend	
		Aye	No	Abstain	Aye	No	Aye	No
Council Member Gulli	☐	X	☐	☐	☐	X	☐	☐
Council Member McPherson	☐	X	☐	☐	☐	X	☐	☐
Council Member Steele	☐	X	☐	☐	☐	X	☐	☐
Council Member Cummings	☐	☐	X	☐	X		☐	☐
Council Member Zalewski	☐	X	☐	☐		X	☐	☐
Council Member McDermott	☐	X	☐	☐	☐	X	☐	☐
Council President Mantello	☐	X	☐	☐	☐	X	☐	☐
TOTALS		6	1	__	1	6	__	__

Motion to Table/Second: AC/K2

Motion to Amend/Second: _____

Amendment:

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, July 24, 2020

Richard T. Morrissey, Corporation Counsel

AYES: 7	**NOS: 0**	**ABSTAIN: 0**	**ABSENT: 0**
Troy City Clerk		**Executive Action**	
Sent to Mayor July 24, 2020		Approved ✓	Date 07-24-20
Received from Mayor 7/27/20		Veto	Not Endorsed
City Clerk		Mayor	

THIS AGREEMENT

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".

WITNESSETH:

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

WITNESSETH:

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

TROY CITY COUNCIL VOTING RECORD
Special Meeting - July 23, 2020

Ordinance No._____

Resolution No. 84

Local Law No._____

Introduced by Mantello at the request of the Administration

Motion/Second: KZ/JG

	Absent	Approve			Table		Amend	
		Aye	No	Abstain	Aye	No	Aye	No
Council Member Gulli	☐	☒	☐	☐	☐	☐	☐	☐
Council Member McPherson	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Steele	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Cummings	☐	☒	☐	☐	☐	☐	☐	☐
Council Member Zalewski	☐	☒	☐	☐	☐	☐	☐	☐
Council Member McDermott	☐	☒	☐	☐	☐	☐	☐	☐
Council President Mantello	☐	☒	☐	☐	☐	☐	☐	☐
TOTALS		7	0	0	__	__	__	__

Motion to Table/Second: _____

Motion to Amend/Second: _____

Amendment: