

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
September 10, 2020
6:00 P.M.**

Pledge of Allegiance
Roll Call
Approval of Minutes
Presentation of Agenda
Public Forum (*see end of agenda for instructions)

COVID-19 Budget Update – Deputy Comptroller Andrew Piotrowski

LOCAL LAWS

ORDINANCES

68. Ordinance Amending Chapter 247 Of Troy City Code (Council Member Cummings, Council Member Zalewski) (At The Request Of The Administration)

69. Ordinance Authorizing Settlement Of Claims, To Wit: Dominic Comitale, Plaintiff, V. City Of Troy, Defendant, Rensselaer County Supreme Court Case Index No. Ef2020-265299 (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

92. Resolution Proclaiming September, 2020, As Ovarian Cancer And Prostate Cancer Awareness Month In The City Of Troy (Council President Mantello, Council Member Gulli, Council Member Ashe McPherson, Council Member Steele, Council Member Cummings, Council Member Zalewski, Council Member McDermott)

93. Resolution Postponing Further Implementation Of The Community Choice Aggregation Program Authorized By Local Law No. 1 Of 2020 And Opting Not To See Pricing At The Present Time (Council President Mantello, Council Member Ashe McPherson)

94. Resolution Confirming Appointments To The Troy Industrial Development Authority (Council President Mantello) (At The Request Of The Administration)

***PUBLIC FORUM**

Due to the current COVID-19 crisis and pursuant to Governor Andrew Cuomo's Executive Order No. 202.1, this meeting shall be held remotely via videoconference and live-streamed on the City Council's [YouTube channel](#). Troy residents who wish to comment during the public forum at the beginning of the meeting must have the ability to join the Zoom meeting via computer or phone and will be required to pre-register for the meeting. The link to register for the meeting will be posted at least 24 hours before the meeting on the Council [Agenda and Minutes](#) page and sent out through the City Clerk's public notices [email list](#). You must register for the meeting by 3 pm on the day of the meeting. Comments for this meeting must be regarding agenda items.

Per the City Council, written comments will not be read aloud at this meeting but will be added to the meeting minutes. Written comments to be added to the meeting minutes should be sent to mara.drogan@troyny.gov and must be received by 3 pm on the day of the meeting. You must include your full name and residential address, as required by Council rules. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.

ORDINANCE AMENDING CHAPTER 247 OF TROY CITY CODE

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

Section 1. The purpose of this Ordinance is to amend various Sections and Subsections of Chapter 247 of the Troy City Code.

Section 2. Section 247-5 is amended by striking out and adding language as follows:

§ 247-5. Permits required.

No person, firm or corporation, public or private, shall engage in the business of removing solid wastes of any kind from any building, premises, street or public place in the City, unless ~~he, she or it~~ the hauling entity shall first have applied to and obtained from the Commissioner of General Services a solid waste collection permit to do so and shall have agreed to conform to the regulations established by this article and any other rules or regulations that may be promulgated by the Rensselaer County Department of Health or the City of Troy Department of General Services ~~of said City~~ concerning the removal of solid wastes. All permits under this section shall expire on the 31st day of December. ~~Said permit, and~~ shall be nontransferable. A single hauling company, corporation, business or organization is required to hold one permit per vehicle every year. ~~A magnetic permit, displaying the permit number and license plate number,~~ The permit placard must be visibly displayed at all times, on the exterior of each transport vehicle traveling within the City limits.

Section 3. Section 247-6 is amended by striking out and adding language as follows:

§ 247-6. Applications and fees.

Application for ~~such~~ a solid waste collection permit shall be made upon forms supplied by the Commissioner of General Services, and shall be accompanied by a fee of \$200 per vehicle, payable to the City of Troy. At the time of making such application, the applicant must furnish to the Commissioner of General Services a schedule of intended pickup days on the various highways, streets and roads within the City, the schedule of rates and charges to be paid by the respective customers, together with a list of vehicles to be used by the applicant and the license plate numbers thereof and a list of locations, with a contact, to which the material picked up within the City will be brought.

Section 4. Section 247-7 is amended by striking out and repealing the Section and replacing the entire Section as follows:

~~§ 247-7. Conditions for issuance of permits.~~

~~A.~~

~~For an applicant to be issued a permit for his/her vehicle for the collection and transportation of compost, food waste, garbage, recyclables, rubbish, sewage solids, solid waste and dead animals within the City, the vehicle shall be enclosed and watertight. For an applicant to be issued a permit for his/her vehicle for the collection and transportation of all other solid wastes within the City, the vehicle shall be enclosed and provided with a cover to completely cover the solid wastes.~~

~~B.~~

~~Solid waste collection permit.~~~~(1)~~~~A solid waste collection permit shall be accompanied by a fee of between \$200 and \$250 per vehicle, payable to the City of Troy, proposed as follows:~~~~(a)~~~~Submit this form and appropriate tiered payment for your annual hauler permit fee:~~~~[1]~~~~\$200 if you are a small business with only one hauling vehicle.~~~~[2]~~~~\$250 per truck if your business has between two and 10 trucks.~~~~[3]~~~~\$225 per truck if your business has between 11 and 25 trucks.~~~~[4]~~~~\$200 per truck if your business has over 26 trucks.~~~~C.~~~~A solid waste collection permit may only be issued after the approval of the application by the Commissioner of General Services.~~~~D.~~~~The vehicles used by collectors and the routes of collection shall be subject to inspection and reasonable visitation by the Commissioner or duly accredited and authorized agents of the City.~~~~E.~~~~The applicant shall be required to have a copy of the permit within each vehicle operating in the City and be able to confirm there is a permit on file with the Commissioner of General Services.~~~~F.~~~~All permit holders will be required to fill out quarterly collection reports and file them with the Commissioner of General Services. These reports include types of materials collected, weight/volume of material collected and location where the material is disposed of each quarter. If the reports are not filed within 30 days of the end of the prior quarter, the permit will be revoked. The permit can be reinstated if the agency provides the required data. A new permit will not be issued the following year until the agency becomes compliant with data reports.~~~~G.~~~~The applicant shall file with his/her application a certificate or affidavit of insurance, executed by representatives of a duly qualified insurance company, evidencing that said insurance company has issued liability and property damage insurance policies covering the following:~~~~(1)~~~~All operations of the applicant or any other person, firm or corporation employed by him/her in solid waste collection within the corporate limits of the City.~~~~(2)~~~~Protecting the public and any person from injuries or damages sustained by reason of carrying on the work of solid waste collection and disposal.~~~~(3)~~~~Recommendation per all parties is to include insurance as required per standard language in City issued contracts as follows:~~~~(a)~~~~Applicants and permittees must carry insurance as outlined below which identifies the City of Troy as an additional named insured. Applicants and permittees shall keep and hold harmless the City, its agents and employees for any and all claims, damages and liability of any kind whatsoever relative to the operations covered by the permit.~~~~[1]~~

~~Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury: \$1,000,000 each occurrence/\$2,000,000 general aggregate.~~

~~[2]~~

~~Professional liability/errors and omissions of at least \$1,000,000 each occurrence/\$2,000,000 aggregate (if applicable).~~

~~[3]~~

~~Workers' compensation insurance as required by law and including employer's liability insurance; statutory disability benefits insurance as may be required by law.~~

~~[4]~~

~~Comprehensive automobile liability coverage on owned, hired, leased, or nonowned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.~~

~~[5]~~

~~Commercial umbrella coverage of \$5,000,000.~~

~~(4)~~

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

~~(a)~~

~~The insurance policies shall not be changed or canceled until the expiration of 30 days after written notice to the City of Troy Commissioner of General Services.~~

~~(b)~~

~~The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Commissioner of General Services is given 60 days' written notice to the contrary.~~

~~(5)~~

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

~~H.~~

~~A permit may be refused or revoked if the applicant shall have been convicted of a misdemeanor or felony which in the judgment of the Commissioner renders the applicant an unfit or undesirable person or if the applicant shall fail to meet and/or demonstrate the ability to meet the requirements of this article to the satisfaction of the Commissioner, and from such a determination such permit may be refused or revoked by the Commissioner of General Services.~~

§ 247-7. Conditions for issuance of permits.

A. A solid waste collection permit may only be issued after approval of the application by the Commissioner of General Services.

B. A vehicle used for the collection and transportation of compost, food waste, garbage, recyclables, rubbish, sewage solids, solid waste, and dead animals within the City shall be enclosed and watertight.

A vehicle used for the collection and transportation of all other solid wastes within the City shall be enclosed and provided with a cover to completely cover the solid wastes.

C. The vehicles used by collectors and the routes of collection shall be subject to inspection and reasonable visitation by the Commissioner or duly accredited and authorized agents of the City.

D. A permit holder shall keep a copy of the current year's permit within each solid waste collection vehicle operating in the City.

E. All permit holders shall complete quarterly collection reports and file them with the Commissioner of General Services. These quarterly reports shall include types of materials collected, weight/volume of materials collected, and locations where the materials have been disposed of. Collection reports must be filed within 30 days of the end of the prior quarter, or the Commissioner may revoke the permit. A revoked permit may not be reinstated until the hauler provides the required data. A new permit will not be issued for the following year if the hauler has not complied with the Commissioner's data reporting requirements.

F. Insurance. To be accepted for filing, every application for a solid waste collection permit must be accompanied by a certificate or affidavit of insurance, executed by representatives of a duly qualified insurance company, evidencing that the insurance company has issued liability and property damage insurance policies covering all operations of the applicant and of any other person, firm, corporation, or contractor employed or engaged by the applicant, and protecting the public and any and all persons and property from injuries and damages arising out of or in consequence of the applicant's operations. In addition:

(1) The City of Troy shall be named additional insured on a primary and non-contributing basis with coverage for any and all claims arising from the operations of the applicant or permittee or any subcontractor.

(2) Applicants and permittees must carry insurance as specified below:

(a) Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of \$1,000,000 each occurrence/\$2,000,000 general aggregate.

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

(c) Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than \$1,000,000 combined for each accident for damage 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 motor vehicle, as well as 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 motor vehicle.

(d) Commercial umbrella coverage of \$2,000,000.

(3) Each policy of insurance must be in form and content satisfactory to the Commissioner of General Services and/or the City Corporation Counsel, and shall provide that:

(a) The insurance policies shall not be changed or canceled until the expiration of 30 days after written notice to the City of Troy Commissioner of General Services.

(b) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Commissioner of General Services is given 60 days written notice to the contrary.

(4) No work shall be commenced under the permit until the applicant has delivered to the Commissioner of General Services proof of issuance of all policies of insurance required by the permit. Actual policies of insurance shall be provided to the Commissioner upon demand therefor. If, at any time, any of said policies shall be or become unsatisfactory to the City, the applicant or permittee shall promptly obtain a new policy and submit new proof of insurance to the Commissioner for approval. Upon failure of the applicant or permittee to furnish any requisite item, or to deliver and maintain the insurance as above provided, the Commissioner shall suspend or revoke the permit. Failure of the applicant or permittee to procure and maintain any required insurance shall not relieve the applicant from liability under the permit, nor shall the insurance requirements be constructed to conflict with or to satisfy or replace the separate obligations concerning indemnification set forth below.

G. Indemnification. Separate and apart from the obligation to obtain the insurance required above, applicants and permittees shall keep and hold harmless the City of Troy, its agents and employees, from and against any and all liability, losses, or other claims for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the operations of the applicant or permittee or any agent, servant, employee, or subcontractor of the applicant or permittee, all to the fullest extent allowed by law, and they shall defend and indemnify the City of Troy, its agents and employees, for any and all claims, damages and liability of any kind whatsoever, including all litigation expenses and reasonable attorney fees, arising out of or in consequence of the operations of the applicant or permittee.

H. A permit may be refused or revoked if the applicant has been convicted of a misdemeanor or felony which in the judgment of the Commissioner renders the applicant unfit to hold a permit, or if the applicant otherwise fails to meet the requirements of this article to the satisfaction of the Commissioner.

Section 5. Section 247-8 (C) (5) is amended by striking out and adding language as follows:

Solid waste management fees. The owner and/or occupant of each residential unit will pay an annual fee ~~in the amount of \$164~~ per unit for the public solid waste collection services ~~listed above~~ provided by the City. The solid waste management fee shall be set in the annual budget process and the fees will fund the City's garbage fund. The solid waste management fee is subject to annual review and adjustments in accordance with Subsection C (6) below. The number of units subject to the solid waste management fee shall be based on the records maintained by the Office of the Tax Assessor.

Section 6. Section 247-9 (G) is amended by adding language as follows:

The owners of premises in the City that have alleys to the rear of their premises shall indicate the street number of their premises at the rear of the premises by means of permanent sign, placard or metal numbers affixed to a structure, fence or post with numbers at least three inches in height. All solid waste containers shall be marked for identification by the owner, either by name or street number.

Section 7. The City Council hereby enacts the foregoing amendments to Chapter 247 of the Troy City Code, and authorizes the codification of these Sections and Subsections, with the elimination of the words herein struck out and the addition of the underlined words, including the deletion of current Section 247-7 and the addition of new Section 247-7, all as delineated in this Ordinance.

Section 8. This Ordinance shall take effect immediately.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

The purpose of these amendments is to clarify confusing language, modify the insurance requirements for private haulers, strengthen the indemnity obligation, and equalize and reduce permit fees. In addition, the amount of the annual solid waste management fee is no longer referenced in the Code since the legislation already provides for annual adjustment of that fee in the budget process. The requirement to place street numbers at the rear of premises adjoining alleys is also spelled out.

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIMS, TO WIT:
DOMINIC COMITALE, PLAINTIFF, V. CITY OF TROY, DEFENDANT,
RENSSELAER COUNTY SUPREME COURT CASE INDEX NO. EF2020-265299**

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

Section 1. The above named plaintiff commenced an action in Rensselaer County Supreme Court against the City of Troy, alleging that the City violated the terms of a Resignation and Release Agreement dated January 2, 2019, by not paying him the value of certain accruals upon his resignation.

Section 2. The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with and in the amount identified in the attached Release and Settlement Agreement dated July 24, 2020. The Corporation Counsel shall obtain a duly executed Stipulation of Discontinuance and Release in full satisfaction of the claims prior to payment.

Section 3. The Comptroller is authorized and directed to make, issue, and countersign the required drafts as outlined in the Release and Settlement Agreement, said sums to be payable out of the Judgments and Claims Account.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

After a somewhat checkered career as a Troy police officer, plaintiff resigned his position effective January 2, 2019, rather than face disciplinary termination. The City accepted the resignation, but a dispute soon arose regarding the terms of a Resignation and Release Agreement and the payment of accruals. By way of both a grievance (which the City moved to stay arbitration of under Index No. 2019-262718) and a separate Supreme Court action, plaintiff claimed that the City had failed to pay him \$19,460.88, that he alleged was due. The City maintained it had paid him everything that was owed under the Resignation Agreement, and disclaimed all further liability. Earlier this year, at a Civil Appeals Settlement Program conference for the stay of arbitration matter, the parties reached a global settlement, whereby the City would pay plaintiff \$10,000.00 00 in full satisfaction of all claims in return for discontinuance of both the civil action and the grievance arbitration. The settlement is expressly subject to City Council approval.

Plaintiff has now executed the Release and Settlement Agreement, attached hereto. By its terms, all of his claims will be withdrawn and the two proceedings will be dismissed with prejudice upon payment of the agreed sum, which is approximately 50% less than the original claim. There will be no admission of liability or fault on the part of the City. Additionally, each party will be responsible for its own costs and attorney's fees. These cases will be discontinued in their entirety with prejudice and the City will be released from all further liability. In general, arbitrators and courts look unkindly upon forfeitures of accrued benefits. The recommendation to settle this case is strictly a business decision taken in full consideration of the available defenses to the claim and to avoid the potential for a substantially higher award of damages, as well as the expenditures of further litigation, trial, and arbitration. Plaintiff understands that the proposed settlement is conditioned upon approval of the City Council and the Mayor. If the terms of the settlement are not approved and fully executed, then the cases will be returned to the trial and appeal calendars.

RELEASE AND SETTLEMENT AGREEMENT

For and in consideration of the payment of Ten Thousand Dollars (\$10,000.00), Dominic Comitale (“Releasor”), hereby completely releases and forever discharges the City of Troy and its past, former, present, and successor attorneys, agents, servants, representatives, employees, public officials, elected officials, subsidiaries, affiliates, suppliers, partners, insurers, predecessors and successors in interest, and assigns (hereinafter “Releasees”), of and from any and all claims, liens, rights, damages, costs, attorneys’ fees, interest, expenses and compensation of any nature whatsoever, whether based on federal or state statutory law, tort, common law, negligence, contract (express, implied, or otherwise) or any other theory of recovery under federal and state law, and whether for compensatory, nominal or punitive damages, or for equitable relief, which the Releasor has now, or which may after accrue or otherwise be acquired in any way arising out of, or in any way connected with the claims made relating to a grievance (herein “the grievance”) filed on January 16, 2019, that was the subject of an Article 75 proceeding to stay arbitration entitled *In the Matter of a Petition to Stay Arbitration Between City of Troy v Troy Police Benevolent Association, Inc.* (Index No.: 2019-262718) and relating to a Summons with Notice (herein “the complaint”) entitled *Dominic Comitale v City of Troy*, filed in Supreme Court, Rensselaer County (Index No.: EF2020-265299). Settlement is for any and all payments, damages, attorneys’ fees, costs and disbursements asserted or could have been asserted against Releasees other than a claim for Workers’ Compensation benefits, which is not included in this Release and Settlement Agreement.

Releasor agrees that as a result of the settlement, he will discontinue with prejudice the complaint by his attorney executing a stipulation to discontinue to be filed with the Rensselaer County Clerk.

Releasor authorizes Troy Police Benevolent Association, Inc. (the PBA) through its attorneys Gleason Dunn Walsh and O'Shea to write to PERB to withdraw with prejudice the Demand for Arbitration relating to the grievance and execute whatever documents necessary to discontinue that matter.

Releasor hereby agrees to satisfy any and all liens, known and unknown, from the settlement proceeds including, but not limited to, Medicaid and Medicare liens. Releasor also agrees to hold the Releasees harmless from any and all liens and other rights and obligations including any responsibility to Medicare or Medicaid, whether known or unknown and to indemnify the Releasees for all legal fees and/or other damages arising from their failure to satisfy said liens, rights or obligations.

Releasor acknowledges and agrees that the payment and acceptance of the settlement sum and execution of this Release are the result of compromise and that the Releasees' settlement with the Releasor was entered in good faith and shall never for any purpose be considered an admission of liability or responsibility for the allegations alleged in Releasor's complaint. No past or present wrongdoing on the part of the Releasees shall be implied as a result of the settlement or payment of the settlement sum.

Medicare's Interests

Benefit Eligibility

Releasor acknowledges that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and

regulations. As such, the United States Government is not bound by any of the terms of this Release.

Future Benefits

Releasor has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his claim according to the terms set forth in this Release.

Medicare Recovery Action

Releasor agrees to hold harmless, indemnify and defend Releasees from any cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that any money set-aside by his attorney, Law Office of William D. Roberts, has been spent inappropriately, or for any recovery sought by Medicare or Medicaid, including past, present, and future and/or conditional payments. Releasor agrees to satisfy any and all liens through the settlement funds.

Complete Understanding

Releasor hereby declares that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the complaint and the grievance, and for the express purpose of precluding forever any further additional claims against the

Releasees arising out of the aforesaid incident, accident or occurrence alleged in Releasor's complaint and grievance.

This Release and Settlement Agreement is not effective until the City Council for the City of Troy approves it.

In witness thereof, I have set my hand and seal the 24TH day of July, 2020.

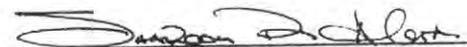

Dominick Comitale

State of New York :

: ss.:

County of Albany :

On this 24th day of July, 2020 came before me the subscriber personally appeared **Dominick Comitale** to me personally known and known to me to be the same persons described in and who executed the within Instrument, and duly acknowledged to me that they executed the same.



Notary Public

SHARON R. ALAM
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01AL6363471
Commission Expires August 21, 2021.

**RESOLUTION PROCLAIMING SEPTEMBER, 2020, AS OVARIAN CANCER AND
PROSTATE CANCER AWARENESS MONTH IN THE CITY OF TROY**

WHEREAS, it is the custom of this Legislative Body to recognize official months that are set aside to increase awareness of serious issues that affect the lives of the citizens of Troy; and

WHEREAS, ovarian cancer is the fifth leading cause of cancer-related deaths in women between the ages of 35 and 74, and an estimated one out of 71 women will develop ovarian cancer in her lifetime; and

WHEREAS, a family history of ovarian cancer increases the risk for the disease, as well as a history of any type of cancer due to an inherited gene mutation; and

WHEREAS, the American Cancer Society has estimated that there are approximately 1,500 new cases of ovarian cancer in New York State each year, and that nearly 1,000 New Yorkers die from the disease annually; and

WHEREAS, the symptoms of ovarian cancer can be masked, often presenting as more common and less lethal conditions such as digestive and bladder problems, nausea, bloating, and lack of appetite, thus reducing the concern for immediate medical attention; and

WHEREAS, there are a multitude of risk factors associated with ovarian cancer, such as age, obesity, reproductive history, hormone therapy, and diet; and

WHEREAS, treatment for all stages of ovarian cancer can involve the removal of the uterus, ovaries, and fallopian tubes, followed by chemotherapy and regular physical exams; and

WHEREAS, screening for ovarian cancer is instrumental in detecting the disease and saving lives, because early detection is a vital measure for manageable treatment, while late detection can result in the spread of the cancer; and

WHEREAS, the American Cancer Society has estimated that, in 2019, there were 174,650 new cases and 31,620 deaths due to prostate cancer in the United States; and

WHEREAS, each year in New York State there are about 14,000 new cases and 1,700 deaths due to prostate cancer; and

WHEREAS, one out of every seven American men will be diagnosed with prostate cancer in his lifetime and prostate cancer remains the second leading cause of cancer-related deaths amongst American men (conversely, Asian men who live in Asia have the lowest risk); and

WHEREAS, the most clearly established risk factors for prostate cancer are age, race, family history, and high-fat diets; and

WHEREAS, in the United States, more than 65 percent of all prostate cancers are diagnosed in men over the age of 65, and in 2016, black men had 70% more new cases of prostate cancer than white men and were nearly 2.4 times more likely to die from the disease; and

WHEREAS, prostate cancer can be symptomless for years and there is often no way to detect prostate cancer in its early stages except through specific tests performed by a trained medical professional, making regular screening critical; and

WHEREAS, screening by both a digital rectal examination (DRE) and a prostate specific antigen (PSA) blood test can help diagnose the disease in its early stages, increasing the chances of surviving more than five years to nearly 100 percent, while only 33 percent of men survive more than five years if diagnosed during the late stages of the disease; and

WHEREAS, Ovarian Cancer Awareness Month and Prostate Cancer Awareness Month are dedicated to educating people in the United States, including health care providers, about ovarian and prostate cancer and the early detection strategies that have proven to be essential to saving the lives of those battling these cancers; and

WHEREAS, the Troy City Council continues its commitment to educate the public in the importance of early detection and prevention, to support institutions that further research and knowledge in the treatment of ovarian cancer and prostate cancer, and to promote a City environment in which a healthy lifestyle will result in healthy minds and bodies.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council pause in its deliberations to proclaim September, 2020, as Ovarian Cancer and Prostate Cancer Awareness Month in the City of Troy.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

**RESOLUTION POSTPONING FURTHER IMPLEMENTATION OF THE
COMMUNITY CHOICE AGGREGATION PROGRAM AUTHORIZED BY LOCAL
LAW NO. 1 OF 2020 AND OPTING NOT TO SEE PRICING AT THE PRESENT TIME**

WHEREAS, Local Law No. 1 of 2020 was adopted in March of 2020, establishing a Community Choice Aggregation Program (CCAP) to aggregate the energy supply purchases of community residents and small commercial customers; and

WHEREAS, the purpose of the CCAP is to foster bulk rate electricity buying that can result in new choices for purchasing renewable electricity and potentially cheaper rates for consumers; and

WHEREAS, implementation of the CCAP, as well as the continuing and necessary education of the rate payers, has been delayed and otherwise adversely affected by the COVID-19 pandemic and ensuing public health emergency; and

WHEREAS, the CCAP Oversight Board, authorized by Section 143-6 of Local Law No. 1 of 2020, has not been established yet due to COVID-19, further delaying the appropriate implementation of the CCAP; and

WHEREAS, the New York State mandated “opt-out” decision requires extensive public education that has been compromised by COVID-19; and

WHEREAS, the local municipalities of Albany, Schenectady, and Bethlehem, who also are part of the CCAP, have decided not to move forward with further implementation at this time.

NOW, THEREFORE, BE IT RESOLVED, that the implementation of the CCAP be postponed due to COVID-19 until the rate payers have had a full and fair opportunity to be educated about the CCAP and the required decision to “opt-out” or not; and

BE IT FURTHER RESOLVED, that the Troy City Council hereby opts not to see pricing at the present time.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

**RESOLUTION CONFIRMING APPOINTMENTS TO THE
TROY INDUSTRIAL DEVELOPMENT AUTHORITY**

WHEREAS, Article 8, Title 11, Section 1952 of the Public Authorities Law of the State of New York created and established the board known as the Troy Industrial Development Authority (hereinafter “Troy IDA”); and

WHEREAS, the board of the Troy IDA consists of a Chairperson and eight other members, all of whom are appointed by the Mayor of the City for a term of three years, subject to confirmation by the City Council; and

WHEREAS, the Troy IDA must include two members of the City Council, one representative of the school board, and one representative from each of the fields of business, industry, and labor; and

WHEREAS, the resignation of Paul Carrol, representing Labor, and the expiration of the term of Tina Urzan have created two vacancies on the board of the Troy IDA; and

WHEREAS, the Mayor has appointed Latasha Gardner to fill the vacancy created by the resignation of Paul Carrol, and has appointed Joshua Chiappone to fill the vacancy created by the expiration of the term of Tina Urzan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Troy hereby confirms the appointment to the Troy IDA of Latasha Gardner to serve the remainder of the term ending April 8, 2021, as a representative of Labor, and hereby confirms the appointment to the Troy IDA of Joshua Chiappone for a term of three years, the terms of each appointee to commence upon passage of this Resolution and approval by the Mayor; and

BE IT FURTHER RESOLVED, that the Council hereby thanks Tina Urzan for her dedication and service.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel



Wm. Patrick Madden
Mayor

Steven Strichman
*Commissioner of Planning &
Economic Development*

Monica Kurzejeski
Deputy Mayor

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

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

To: City Council
From: Steven Strichman
Date: September 1, 2020
Re: IDA Appointments

The Mayor is forwarding for City Council confirmation the names of two candidates to serve on the Troy Industrial Development Authority Board.

Latasha Gardner is being appointed to fill the vacancy created by Paul Carrol's resignation. Her term will run through April 8, 2021, the original end of Mr. Carrol's term.

Josh Chiappone is being appointed for a full three year term as he is replacing Tina Urzan, whose term has expired.

Under New York State Public Authorities Law Article 8, Title 11, Section 1952, the Troy IDA shall consist of a Chairman and eight other members, all of whom shall be appointed by the Mayor of the City for a term of three years, and shall include two members of the City Council, one representative of the city school board, and one representative from each of the fields of business, industry, and labor. Each appointment to the board shall be subject to confirmation by the City Council. The Chairman and each member shall continue to serve until the appointment and confirmation of his or her successor. Vacancies occurring otherwise than by expiration of term shall be filled by the Mayor by appointment for the unexpired term subject to confirmation of the City Council.