

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
November 19, 2020
6:00 P.M.**

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

Presentation on 2019 Independent Audit – Comptroller Andrew Piotrowski
3rd Quarter Financial Report – Comptroller Andrew Piotrowski

LOCAL LAWS

ORDINANCES

87. Ordinance Approving Settlement Of Tax Certiorari Proceeding Instituted By 700 River Street Assoc. LLC On The Assessment Roll Of The City Of Troy (Council President Mantello) (At The Request Of The Administration)

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

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

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

RESOLUTIONS

108. Resolution Authorizing The Mayor To Enter Into A Three Year Agreement With The Nyhart Company For Actuarial Services For The Fiscal Years 2021, 2022, And 2023 (Council President Mantello) (At The Request Of The Administration)

109. Resolution Accepting The 2018 Financial Audit, Single Audit Of Federal Expenditures, And Single Audit Of New York State Department Of Transportation Expenditures As Prepared By The Bonadio Group (Council President Mantello) (At The Request Of The Administration)

110. Resolution Authorizing The Mayor To Enter Into A New Contract With Benetech, Inc., For The Purpose Of The Administration Of The City Of Troy's Health Insurance Program For The Three-Year Period 2021, 2022, And 2023 (Council President Mantello) (At The Request Of The Administration)

111. Resolution Authorizing The Mayor To Enter Into A Contract With Benetech, Inc., For The Purpose Of The Administration Of The City Of Troy Workers' Compensation Program For The Three-Year Period 2021, 2022, And 2023 (Council President Mantello) (At The Request Of The Administration)

112. Resolution Re-Appointing Bruce Dee To The Board Of Assessment Review Of The City Of Troy (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. You must register for the meeting by 3 pm on the day of the meeting. Comments for the Finance Committee 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 APPROVING SETTLEMENT OF TAX CERTIORARI
PROCEEDING INSTITUTED BY 700 RIVER STREET ASSOC. LLC ON THE
ASSESSMENT ROLL OF THE CITY OF TROY

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

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle a tax certiorari proceeding instituted by the following taxpayer as provided in a certain stipulation on file with the Office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
700 River Street Assoc. LLC	90.70-6-5.2	700 River Street

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary Stipulations for the settlement of the proceeding and the Orders based on said Stipulations shall authorize the City Treasurer of the City of Troy to revise the 2019 and 2020 assessment rolls to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

ORD87

TAXPAYER: 700 River Street Assoc. LLC
PROPERTY: 700 River Street, Parcel No. 90.70-6-5.2
ATTORNEY: Erika C. Browne, Esq., Albany

The property is an auto dealership on a .3 acre site. The property was owned by Gendron’s Citgo Partnership and sold to the current owner in December 2018 for \$200,000. Petitioner’s attorney made a motion for summary judgment, claiming that the sale was arm’s length and that the assessment should be reduced to the sale price. The City opposed that motion with an affidavit from the City Assessor stating that the property sold with \$46,500 in delinquent taxes and that the Assessor did not consider the sale to be arm’s length. Judge Zwack ruled in the City’s favor and denied the motion.

Subsequent to the Court’s decision, the sale and property were reviewed by the City’s appraiser, Steve Clark of Empire State Appraisal Consultants, and he recommended a settlement of \$225,000 based upon market data that he reviewed.

Under the terms of the settlement, the Petitioner is waiving all refunds from the City.

The tax impact of the settlement is as follows:

Year	Assessed Value	Revised Value	City Refund (Waived)	County Refund	School Refund	Total Refund
2019	\$320,000	\$225,000	\$1,345.20	\$686.85	\$2,086.20	\$4,118.25
2020	\$320,000	\$225,000	\$1,389.85	\$703.00	\$2,187.85	\$4,280.70

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

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

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

2020 Budget Amendments – Building Demolitions

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the General Fund and Capital Projects Fund budgets to allocate funding from the settlement of zombie properties received in 2020 (\$65,000 to date) for the purpose of building demolitions within the City.

Currently there are no funds remaining for building demolitions within the City and funds are needed for the remainder of the 2020 fiscal year.

Schedule A

ORD88

2020 Budget Amendments – Building Demolitions

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General Fund					
Revenues					
Zombie Property Settlements	A.8000.2690.0113.0000	Interfund Transfers	0.00	<u>65,000.00</u>	65,000.00
Total General Fund Budget Revenue Increase				<u>65,000.00</u>	
Expenditures					
Interfund Transfers	A.9950.0900.0000.0000	Capital Fund	382,700.00	65,000.00	447,700.00
Total General Fund Budget Expenditure Increase				<u>65,000.00</u>	
Net Impact On General Fund				<u>65,000.00</u>	
Capital Projects Fund					
Revenues					
Building Demolitions	H.0000.5031.0631.0000	Interfund Transfers	0.00	<u>65,000.00</u>	65,000.00
Total Capital Projects Fund Budget Revenue Increase				<u>65,000.00</u>	
Expenditures					
Building Demolitions	H.1620.0200.0631.0000	Equipment & Capital Outlay	1,960,000.00	<u>65,000.00</u>	2,025,000.00
Total Capital Projects Fund Budget Expenditure Increase				<u>65,000.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 SEWER FUND BUDGET

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

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

2020 Budget Transfer(s) – Sewer Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This ordinance appropriates funding from the Interfund Transfer in the Sewer Fund for the CSO Project to Consultant Services for the costs related to the sinkhole at the corner of King Street and Jacob Street in the amount of \$80,000.

Schedule A

ORD89

2020 Budget Transfer(s) – Sewer Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
DPU Sanitary Sewers	G.8120.0409.0000.0000	Consultant Services	280,000.00	80,000.00	360,000.00
Interfund Transfers	G.9950.0900.0000.0000	Interfund Transfers	2,284,742.00	(80,000.00)	2,204,742.00
Net Impact On Sewer Fund				<u>0.00</u>	

* Or as previously amended

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

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

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

2020 Budget Transfer(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

Throughout the fiscal year the Comptroller's Office works with all departments within the City for necessary budget transfers within the General Fund in the 2020 fiscal year. This ordinance transfers funds within the 2020 General Fund Budget for the following reason(s). Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. Transfers from Permanent Salaries for savings earned throughout the 2020 fiscal year.
2. Increased funding for various departments Overtime accounts based on 2020 spending and forecasting for the remainder of the current fiscal year.
3. Funding for Clothing Allowance accounts based on the current CSEA contract and the MOA signed and approved by the City Council in 2020.
4. Decreased funding in Judgments & Claims based on 2020 spending.
5. Increases in accounts within the Police Department for purchases to be encumbered prior to the end of the 2020 fiscal year.
6. Transfers to and from various utility accounts within the General Fund based on 2020 spending. The primary transfer is for street lights which are needed due to the delay in the acquisition and conversion of the street lights from National Grid.
7. Transfers within multiple General Fund accounts in the 200, 300 and 400 categories based on 2020 spending and forecasting what is needed for the remainder of the current fiscal year.

Schedule A

ORD90

2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Treasurer's Office	A.1325.0101.0000.0000	Permanent Salaries	165,099.00	(4,000.00)	161,099.00	1
Assessor's Office	A.1355.0102.0000.0000	Temporary Salaries	20,000.00	(15,000.00)	5,000.00	1
Corporation Counsel	A.1420.0101.0000.0000	Permanent Salaries	282,659.00	(3,000.00)	279,659.00	1
Engineering	A.1440.0101.0000.0000	Permanent Salaries	245,191.00	(60,000.00)	185,191.00	1
Engineering	A.1440.0102.0000.0000	Temporary Salaries	12,500.00	40,000.00	52,500.00	1
Facilities	A.1620.0101.0000.0000	Permanent Salaries	335,359.00	(5,000.00)	330,359.00	1
Garage	A.1640.0101.0000.0000	Permanent Salaries	391,851.00	(3,500.00)	388,351.00	1
BIS	A.1680.0101.0000.0000	Permanent Salaries	286,473.00	(7,500.00)	278,973.00	1
Police	A.3120.0101.0000.0000	Permanent Salaries	9,870,135.00	(350,000.00)	9,520,135.00	1
Police	A.3120.0102.0000.0000	Temporary Salaries	252,911.00	(50,000.00)	202,911.00	1
Traffic	A.3310.0101.0000.0000	Permanent Salaries	202,052.00	(2,000.00)	200,052.00	1
Parking	A.3320.0101.0000.0000	Permanent Salaries	48,540.00	(40,000.00)	8,540.00	1
Parking	A.3320.0102.0000.0000	Temporary Salaries	70,000.00	(40,000.00)	30,000.00	1
Code Enforcement	A.3620.0101.0000.0000	Permanent Salaries	711,176.00	(40,000.00)	671,176.00	1
Streets	A.5110.0101.0000.0000	Permanent Salaries	890,820.00	(32,500.00)	858,320.00	1
Parks	A.7110.0101.0000.0000	Permanent Salaries	360,586.00	(70,000.00)	290,586.00	1
Golf Course	A.7180.0101.0000.0000	Permanent Salaries	230,129.00	(20,000.00)	210,129.00	1
Golf Course	A.7180.0102.0000.0000	Temporary Salaries	85,500.00	18,500.00	104,000.00	1
Planning	A.8020.0101.0000.0000	Permanent Salaries	402,910.00	(7,000.00)	395,910.00	1
Comptroller's Office	A.1315.0103.0000.0000	Overtime	0.00	12,500.00	12,500.00	2
Purchasing	A.1345.0103.0000.0000	Overtime	0.00	325.00	325.00	2
Personnel	A.1430.0103.0000.0000	Overtime	0.00	400.00	400.00	2
Engineering	A.1440.0103.0000.0000	Overtime	2,250.00	12,500.00	14,750.00	2
Facilities	A.1620.0103.0000.0000	Overtime	12,500.00	2,500.00	15,000.00	2
BIS	A.1680.0103.0000.0000	Overtime	0.00	400.00	400.00	2
Police	A.3120.0103.0000.0000	Overtime	1,115,600.00	300,000.00	1,415,600.00	2
Traffic	A.3310.0103.0000.0000	Overtime	11,000.00	10,750.00	21,750.00	2
Fire	A.3410.0103.0000.0000	Overtime	800,000.00	175,000.00	975,000.00	2
Code Enforcement	A.3620.0103.0000.0000	Overtime	0.00	500.00	500.00	2

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference	
	Streets	A.5110.0103.0000.0000	Overtime	48,000.00	48,000.00	96,000.00	2
Recreation Administration	A.7020.0103.0000.0000	Overtime	0.00	1,750.00	1,750.00	2	
	Parks	A.7110.0103.0000.0000	Overtime	10,000.00	12,500.00	22,500.00	2
	Golf Course	A.7180.0103.0000.0000	Overtime	27,000.00	40,000.00	67,000.00	2
	Planning	A.8020.0103.0000.0000	Overtime	0.00	250.00	250.00	2
	Engineering	A.1440.0107.0000.0000	Clothing Allowance	0.00	800.00	800.00	3
	Facilities	A.1620.0107.0000.0000	Clothing Allowance	0.00	8,400.00	8,400.00	3
	Garage	A.1640.0107.0000.0000	Clothing Allowance	0.00	3,200.00	3,200.00	3
	Traffic	A.3310.0107.0000.0000	Clothing Allowance	0.00	4,800.00	4,800.00	3
Code Enforcement	A.3620.0107.0000.0000	Clothing Allowance	0.00	4,400.00	4,400.00	3	
	Streets	A.5110.0107.0000.0000	Clothing Allowance	0.00	22,800.00	22,800.00	3
Recreation Administration	A.7020.0107.0000.0000	Clothing Allowance	0.00	400.00	400.00	3	
	Parks	A.7110.0107.0000.0000	Clothing Allowance	0.00	7,600.00	7,600.00	3
	Ice Rinks	A.7140.0107.0000.0000	Clothing Allowance	0.00	1,600.00	1,600.00	3
	Golf Course	A.7180.0107.0000.0000	Clothing Allowance	0.00	6,000.00	6,000.00	3
Judgments & Claims	A.1930.0414.0000.0000	Judgments & Claims	300,000.00	(150,000.00)	150,000.00	4	
	Police	A.3120.0203.0000.0000	Other Equipment	0.00	30,000.00	30,000.00	5
	Police	A.3120.0204.0000.0000	Facilities Upgrades	50,000.00	20,000.00	70,000.00	5
	Facilities	A.1620.0401.0053.0000	Utilities	215,000.00	(6,020.00)	208,980.00	6
	Facilities	A.1620.0401.0054.0000	Utilities	155,000.00	48,315.00	203,315.00	6
	BIS	A.1680.0401.0047.0000	Utilities	2,600.00	375.00	2,975.00	6
	Traffic	A.3310.0401.0072.0000	Utilities	92,000.00	6,710.00	98,710.00	6
	Parking	A.3320.0401.0054.0000	Utilities	2,500.00	(2,500.00)	0.00	6
	Streets	A.5110.0401.0074.0000	Utilities	1,000,000.00	287,000.00	1,287,000.00	6
	Parks	A.7110.0401.0054.0000	Utilities	38,000.00	2,600.00	40,600.00	6
	Parks	A.7110.0401.0055.0000	Utilities	3,000.00	(2,300.00)	700.00	6
	Ice Rinks	A.7140.0401.0054.0000	Utilities	39,000.00	21,640.00	60,640.00	6
	Ice Rinks	A.7140.0401.0055.0000	Utilities	2,500.00	(1,340.00)	1,160.00	6
	Golf Course	A.7180.0401.0021.0000	Utilities	10,000.00	(7,000.00)	3,000.00	6
	Golf Course	A.7180.0401.0054.0000	Utilities	25,000.00	9,410.00	34,410.00	6
	Golf Course	A.7180.0401.0055.0000	Utilities	16,000.00	30,765.00	46,765.00	6
Corporation Cousnel	A.1420.0409.0000.0000	Consultant Services	325,000.00	75,000.00	400,000.00	7	
Engineering	A.1440.0201.0000.0000	Equipment	3,812.00	(850.00)	2,962.00	7	

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Engineering	A.1440.0301.0000.0000	Office Supplies	301.00	(100.00)	201.00	7
Engineering	A.1440.0303.0000.0000	Other Material & Supplies	500.00	(255.00)	245.00	7
Engineering	A.1440.0304.0056.0000	Vehicle Expense - Gas	1,249.00	750.00	1,999.00	7
Engineering	A.1440.0402.0000.0000	Postage	200.00	(3.00)	197.00	7
Engineering	A.1440.0403.0000.0000	Printing & Advertising	1,198.00	(84.00)	1,114.00	7
Engineering	A.1440.0409.0000.0000	Consultant Services	66,371.00	(1,915.00)	64,456.00	7
Engineering	A.1440.0410.0000.0000	Training	1,121.00	(45.00)	1,076.00	7
Engineering	A.1440.0411.0000.0000	Travel	550.00	(550.00)	0.00	7
Engineering	A.1440.0423.0000.0000	Uniforms	500.00	(220.00)	280.00	7
OGS Administration	A.1490.0201.0000.0000	Equipment	700.00	(700.00)	0.00	7
OGS Administration	A.1490.0301.0000.0000	Office Supplies	600.00	(510.00)	90.00	7
OGS Administration	A.1490.0303.0000.0000	Other Material & Supplies	3,600.00	(1,395.00)	2,205.00	7
OGS Administration	A.1490.0402.0000.0000	Postage	2,900.00	300.00	3,200.00	7
OGS Administration	A.1490.0423.0000.0000	Uniforms	33,000.00	(12,075.00)	20,925.00	7
Facilities	A.1620.0303.0000.0000	Other Material & Supplies	41,500.00	320.00	41,820.00	7
Facilities	A.1620.0304.0056.0000	Vehicle Expense - Gas	5,275.00	(780.00)	4,495.00	7
Facilities	A.1620.0404.0068.0000	Repairs	32,000.00	(330.00)	31,670.00	7
Facilities	A.1620.0404.0070.0000	Repairs	16,000.00	(3,905.00)	12,095.00	7
Facilities	A.1620.0405.0000.0000	Rentals	380,000.00	(345.00)	379,655.00	7
Facilities	A.1620.0409.0000.0000	Consultant Services	224,000.00	(230.00)	223,770.00	7
Garage	A.1640.0203.0000.0000	Equipment	12,400.00	(215.00)	12,185.00	7
Garage	A.1640.0301.0000.0000	Office Supplies	700.00	(120.00)	580.00	7
Garage	A.1640.0304.0057.0000	Vehicle Expense - Parts	230,000.00	19,925.00	249,925.00	7
Garage	A.1640.0304.0058.0000	Vehicle Expense - Repairs	83,500.00	19,950.00	103,450.00	7
Garage	A.1640.0423.0000.0000	Uniforms	8,000.00	60.00	8,060.00	7
BIS	A.1680.0301.0000.0000	Office Supplies	150.00	(125.00)	25.00	7
BIS	A.1680.0303.0000.0000	Other Material & Supplies	35,138.00	(16,960.00)	18,178.00	7
BIS	A.1680.0404.0027.0000	Repairs	142,633.00	(1,650.00)	140,983.00	7
Contingency	A.1990.0418.0000.0000	Contingency	442,274.95	(361,344.00)	80,930.95	7
Traffic	A.3310.0203.0000.0000	Equipment	19,000.00	(11,640.00)	7,360.00	7
Traffic	A.3310.0303.0000.0000	Other Material & Supplies	35,000.00	(4,945.00)	30,055.00	7
Traffic	A.3310.0304.0056.0000	Vehicle Expense - Gas	8,500.00	(2,500.00)	6,000.00	7
Parking	A.3320.0203.0000.0000	Equipment	7,500.00	(180.00)	7,320.00	7
Parking	A.3320.0303.0000.0000	Other Material & Supplies	9,490.00	(370.00)	9,120.00	7
Parking	A.3320.0404.0068.0000	Repairs	110.00	2,390.00	2,500.00	7
Parking	A.3320.0404.0070.0000	Repairs	6,500.00	21,500.00	28,000.00	7
Parking	A.3320.0409.0000.0000	Consultant Services	128,469.00	(15,915.00)	112,554.00	7
Fire	A.3410.0203.0000.0000	Equipment	55,000.00	2,754.00	57,754.00	7

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Fire	A.3410.0303.0000.0000	Other Material & Supplies	138,750.00	27,500.00	166,250.00	7
Fire	A.3410.0304.0057.0000	Vehicle Expense - Parts	60,000.00	(12,500.00)	47,500.00	7
Fire	A.3410.0304.0058.0000	Vehicle Expense - Repairs	108,000.00	(15,000.00)	93,000.00	7
Fire	A.3410.0404.0068.0000	Repairs	72,450.00	12,000.00	84,450.00	7
Fire	A.3410.0423.0000.0000	Uniforms	141,143.00	(12,000.00)	129,143.00	7
Code Enforcement	A.3620.0201.0000.0000	Equipment	3,723.00	(3,723.00)	0.00	7
Code Enforcement	A.3620.0301.0000.0000	Office Supplies	1,000.00	(455.00)	545.00	7
Code Enforcement	A.3620.0303.0000.0000	Other Material & Supplies	2,000.00	(60.00)	1,940.00	7
Code Enforcement	A.3620.0304.0056.0000	Vehicle Expense - Gas	3,166.00	(1,110.00)	2,056.00	7
Code Enforcement	A.3620.0403.0000.0000	Printing & Advertising	450.00	(135.00)	315.00	7
Code Enforcement	A.3620.0423.0000.0000	Uniforms	500.00	(500.00)	0.00	7
Streets	A.5110.0203.0000.0000	Equipment	4,000.00	(4,000.00)	0.00	7
Streets	A.5110.0302.0000.0000	Small Tools & Equipment	2,000.00	(200.00)	1,800.00	7
Streets	A.5110.0303.0000.0000	Other Material & Supplies	70,000.00	(1,840.00)	68,160.00	7
Streets	A.5110.0304.0056.0000	Vehicle Expense - Gas	41,250.00	14,250.00	55,500.00	7
Streets	A.5110.0409.0000.0000	Consultant Services	63,000.00	(620.00)	62,380.00	7
Streets	A.5110.0409.0100.0000	Consultant Services	49,600.00	18,350.00	67,950.00	7
Streets	A.5110.0410.0000.0000	Training	400.00	(400.00)	0.00	7
Recreation Administration	A.7020.0402.0000.0000	Postage	500.00	(300.00)	200.00	7
Parks	A.7110.0303.0000.0000	Other Material & Supplies	35,000.00	(1,965.00)	33,035.00	7
Parks	A.7110.0303.2431.0000	Other Material & Supplies	24,700.00	(7,600.00)	17,100.00	7
Parks	A.7110.0304.0056.0000	Vehicle Expense - Gas	10,500.00	15,800.00	26,300.00	7
Parks	A.7110.0403.0000.0000	Printing & Advertising	200.00	(110.00)	90.00	7
Parks	A.7110.0405.0068.0000	Rentals	0.00	4,500.00	4,500.00	7
Ice Rinks	A.7140.0404.0068.0000	Repairs	2,500.00	(2,300.00)	200.00	7
Golf Course	A.7180.0301.0000.0000	Office Supplies	700.00	(700.00)	0.00	7
Golf Course	A.7180.0303.2420.0000	Other Material & Supplies	62,300.00	(8,000.00)	54,300.00	7
Golf Course	A.7180.0303.2421.0000	Other Material & Supplies	92,201.00	925.00	93,126.00	7
Golf Course	A.7180.0303.2430.0000	Other Material & Supplies	5,499.00	475.00	5,974.00	7
Golf Course	A.7180.0304.0056.0000	Vehicle Expense - Gas	13,500.00	685.00	14,185.00	7
Golf Course	A.7180.0403.0000.0000	Printing & Advertising	800.00	(725.00)	75.00	7
Golf Course	A.7180.0404.0068.0000	Repairs	27,000.00	(6,170.00)	20,830.00	7
Golf Course	A.7180.0405.0068.0000	Rentals	109,000.00	(10.00)	108,990.00	7
Golf Course	A.7180.0408.0000.0000	Dues & Subscriptions	800.00	(500.00)	300.00	7
Golf Course	A.7180.0409.0000.0000	Consultant Services	37,500.00	4,900.00	42,400.00	7
Golf Course	A.7180.0410.0000.0000	Training	1,000.00	(325.00)	675.00	7
Youth Services	A.7310.0409.0000.0000	Consultant Services	243,000.00	(44,860.00)	198,140.00	7
Planning	A.8020.0301.0000.0000	Office Supplies	1,000.00	(730.00)	270.00	7

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Planning	A.8020.0402.0000.0000	Postage	500.00	2,306.00	2,806.00	7
Planning	A.8020.0403.0000.0000	Printing & Advertising	2,301.00	(740.00)	1,561.00	7
Planning	A.8020.0408.0113.0000	Dues & Subscriptions	0.00	15,000.00	15,000.00	7
Planning	A.8020.0409.0113.0000	Consultant Services	63,250.00	39,164.00	102,414.00	7
Planning	A.8020.0410.0113.0000	Training	5,000.00	(5,000.00)	0.00	7
Net Impact On General Fund				<u>0.00</u>		

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A THREE YEAR AGREEMENT WITH THE NYHART COMPANY FOR ACTUARIAL SERVICES FOR THE FISCAL YEARS 2021, 2022, AND 2023

WHEREAS, the City of Troy requires a third party vendor to provide actuarial services to the City for, among other purposes, calculation of future benefit costs and premiums; and

WHEREAS, the City requested and received proposals from various vendors; and

WHEREAS, the Selection Committee reviewed the proposals and has selected the Nyhart Company, on the basis of its experience and capabilities, to provide cost-effective actuarial services to the City; and

WHEREAS, Nyhart has proposed to provide the requisite services at a cost of \$32,500.00 for three years, with an option for a two year extension at a further cost of \$20,000.00; and

WHEREAS, Nyhart will prepare and provide all reports and analytics needed by the City of Troy.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into an agreement with The Nyhart Company for actuarial services for the City of Troy's fiscal years 2021, 2022, and 2023, with an option for an additional two year extension for fiscal years 2024 and 2025, in substantial accordance with the terms attached hereto.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This resolution awards a contract to the Nyhart Company for actuarial services pursuant to the RFP issued by the City earlier in 2020. After a review of the respondents, Nyhart was selected based on a variety of criteria.

Nyhart will be responsible for working with the City in preparation of GASB75 reports, calculation of health insurance premium equivalents and other tasks as determined.



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	City of Troy
Primary Contact Name:	Andrew Piotrowski, Deputy City Comptroller
Primary Contact Address:	433 River Street
	Troy, NY 12180
Primary Contact Phone:	(518) 279-7103
Primary Contact Fax:	
Primary Contact Email:	

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending December 31, 2021, 2023 and 2025, Nyhart will provide the following actuarial services:

- Data collection (including census date) and analysis
- Preparation of a comprehensive actuarial valuation report
- Disclosures as required by GASB 75

For the fiscal year ending December 31, 2022, and 2024:

- Nyhart will prepare an Interim GASB 75 actuarial report using an actuarial projection method

For the plan years ending December 31, 2021 – 2025:

- Actuarial rate projections for the self-funded health plan

Fees for services provided by Nyhart

Valuation Fees

2021	2022	2023	2024	2025
Full Valuation	Interim Valuation	Full Valuation	Interim Valuation	Full Valuation
\$7,500	\$2,500	\$7,500	\$2,500	\$7,500



If a results breakdown (Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability, OPEB Expense, and Deferred Outflows/Inflows) by group or reporting unit is requested, there will be an additional fee of 10% for a two-group breakdown, plus an additional 1% for each extra group-breakdown requested, limited to no more than 1/3 of the current year's fees.

Premium Rates

2021	2022	2023	2024	2025
\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Client will be invoiced prior to the beginning of the project for 50% of the above fee(s). The remainder of the fee shall be invoiced upon completion of services.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes



- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after



submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Indemnification

The promises in this section are separate from the insurance requirements of this contract and shall apply whether or not the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term "Contractor" shall include any and all subcontractors) who shall agree to perform the Work, or any part of it, shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all liability, loss, or other claim for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the performance of the Work by the Contractor or any agent, servant, employee, subcontractor, or supplier of the Contractor, or of any failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney's fees and other costs of defense), arising out of or in consequence of the Contractor's Work under this contract, or failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all claims for injuries to the Contractor's employees or the employees of any agent, servant, or subcontractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, suppliers, guests, invitees, uninvited persons, survivors, and distributees), arising out of or in connection with Contractor's operations and activities, or omissions, on property owned by the City of Troy, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1, and therefore the promises shall not be construed as purporting to indemnify or hold harmless the City of Troy



against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the City of Troy, its agents or employees, whether such negligence be in whole or in part.

Termination for Cause

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

Termination Without Cause

The City of Troy may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than ten (10) days prior to the termination date.

Insurance

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

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
 - a. Liability Insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
 - b. Contractor shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor's records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile, and for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each and every policy of insurance required by this contract shall provide that:

1. *Additional Insured.* With the exception of the Professional Liability/Errors & Omissions policy and the Workers compensation insurance, the City of Troy shall be named additional insured with coverage for any and all claims arising from the Contractor's Work under this contract, or arising as a result of the Contractor's activities.



- 2. *Waiver of Subrogation.* Except for professional liability, all of the required coverages must provide a waiver of subrogation in favor of the City of Troy.

No work shall be commenced under the contract until the selected bidder/proposer has delivered to the City or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected bidder/proposer. Upon failure of the selected bidder/proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected bidder/proposer to procure and maintain any required insurance shall not relieve the selected bidder/proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected bidder/proposer concerning

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

City of Troy

By: _____
Printed Name: _____
Date: _____

Nyhart

By: _____
Printed Name: _____
Date: _____

**RESOLUTION ACCEPTING THE 2018 FINANCIAL AUDIT, SINGLE AUDIT OF
FEDERAL EXPENDITURES, AND SINGLE AUDIT OF NEW YORK STATE
DEPARTMENT OF TRANSPORTATION EXPENDITURES AS PREPARED BY THE
BONADIO GROUP**

WHEREAS, on July 12, 2018, the Troy City Council authorized the Mayor to enter into an agreement with The Bonadio Group to provide auditing services for the fiscal years 2017, 2018, and 2019; and

WHEREAS, the financial statement audit for the 2019 fiscal year has been completed and draft copies have been provided to the Troy City Council; and

WHEREAS, the single audit of federal expenditures for the 2019 fiscal year has been completed and draft copies have been provided to the Troy City Council; and

WHEREAS, the single audit of New York State Department of Transportation expenditures for the 2019 fiscal year has been completed and draft copies have been provided to the Troy City Council; and

WHEREAS, the Bonadio Group has audited and certified the results of the 2019 fiscal year; and

WHEREAS, all draft audit and financial documents have been reviewed by the Troy City Council with the Comptroller.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby accepts the 2019 audits as prepared by the Bonadio Group.

Approved as to form, _____, 2020

Richard T. Morrissey, Corporation Counsel

Memo In Support

This resolution accepts the three audits prepared by the Bonadio Group for the City of Troy's 2019 fiscal year. The City is required to have a financial audit completed along with two single audits, one for federal expenditures and the other for New York State Department of Transportation expenditures.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW CONTRACT WITH BENETECH, INC., FOR THE PURPOSE OF THE ADMINISTRATION OF THE CITY OF TROY'S HEALTH INSURANCE PROGRAM FOR THE THREE-YEAR PERIOD 2021, 2022, AND 2023

WHEREAS, the City has relied for many years on the services of Benetech, Inc., to assist in the administration of its health insurance program; and

WHEREAS, in continuing that program, the City will benefit from the health plan strategy provided by the vendor designed to control future health care costs; and

WHEREAS, the vendor will reevaluate and update the City's health care program on a continuous basis within the parameters permitted by the existing employee collective bargaining agreements; and

WHEREAS, the vendor will continue to provide on-line enrollment and reporting capability for all employees, as well as prepare necessary external reports, quarterly audits, detailed claim audits, and other similar functions; and

WHEREAS, the vendor will provide services necessary for administration of the flexible spending plan; and

WHEREAS, the vendor will provide services necessary for administration of the required Affordable Care Act reporting.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into a contract with Benetech, Inc., for the 2021, 2022 and 2023 fiscal years, with an option for one additional two year extension for the years 2024 and 2025, in substantial accordance with the terms of the agreement attached hereto.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

In continuing a program for the administration of its health insurance program, the City will benefit from the health plan strategy provided by the vendor designed to control future health care costs. The vendor will reevaluate and update the City's health care program within the parameters permitted within the existing employee bargaining agreements, continue to provide on-line enrollment and reporting, prepare external reports, quarterly audits, detailed claim audits, administer the flexible spending program and Affordable Care Act reporting, and provide dependent eligibility verification audits.

AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
BENETECH, INC.

This AGREEMENT, made and entered into this 1st day of January, 2021, hereinafter called the “AGREEMENT”, the “CONTRACT” or the “AGREEMENT & CONTRACT”, by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the “City” and Benetech, Inc. with principal offices located at One Dodge Street, P.O. Box 348, North Greenbush, New York 12198-0348 and hereinafter called the “Vendor.”

WITNESSETH:

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

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

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

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

Section 1: General Provisions:

1.1 Service to Troy The Vendor shall provide **Administration of Health Insurance Program** as described in the Proposal hereinafter called the “DOCUMENTS”. These services shall be provided within the time frames, if any set out in the documents.

Section 2: Term:

2.1 Term This agreement shall commence on the **1st day of January, 2021** and shall terminate on the **31st day of December, 2023**. This contract may be extended for an additional two (2) year period upon mutual consent of both parties.

Section 3: Payment for Administration of Health Insurance Program

3.1 Payment Payment for **Administration of Health Insurance Program** under this Agreement, the City shall pay Benetech, Inc. an annual fee of:

2021: \$43,000.00 for Health Insurance Administration; and \$5,200.00 for Affordable Care Act Compliance
2022: \$43,000.00 for Health Insurance Administration; and \$5,200.00 for Affordable Care Act Compliance
2023: \$43,000.00 for Health Insurance Administration; and \$5,200.00 for Affordable Care Act Compliance
See other fees on attached Services/Fees per Proposal Document.

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

3.3 Non Assignment Clause

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

Section 4: Workers' Compensation Benefits:**4.1 Workers' Compensation****Benefits**

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

Section 5: Non Discrimination Requirements:**5.1 Non Discrimination****Requirements**

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

Section 6: Wage and Hours Provision:**6.1 Wage and Hours****Provisions**

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

Section 7: Non-Collusive Requirement:**7.1 Non-Collusive****Requirement**

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

Section 8: Identifying Information and Privacy Notification:**8.1 Federal Employer Identification****Number and/or Federal Social Security Number**

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

Section 9: Equal Employment Opportunities for Minorities and Women:**9.1 (a)**

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

9.1 (b)

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

Section 10: Conflicting Terms:**10.1 Conflicting Terms**

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

In the event of a direct conflict, the terms of this executed Contract shall control.

Section 11: Governing Law:**11.1 Governing Law**

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

Section 12: Service of Process:**12.1 Service of Process**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be

complete upon Vendor's actual receipt of process or upon the City's receipt of the return thereof by the United States Postal Service as refused or undeliverable.

Section 13: Miscellaneous Provisions:

Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

13.1 Amendment

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

Section 14: Insurance:

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

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
 - a. Liability Insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
 - iii. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
 - b. Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor's records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile, and for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

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

1. The City of Troy is named additional insured on a primary and non-contributing basis.
2. The Certificate of Insurance shall state the following in the "remarks" section of the Certificate: "The insurance scheduled on this Certificate complies with the Insurance {of the BID or RFP} in its entirety." Or submit a satisfactory New York Construction Certificate of Liability Insurance Addendum (ACORD 855NY).
3. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
4. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

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

Insurance Required
For Subcontractors

In the event that any portion of the Work described in this contract is performed by an approved subcontractor, all of the insurance requirements of this agreement shall be incorporated into the subcontract agreement with no additional exclusions from coverage whatsoever. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that each and every subcontractor employed to do work under this contract shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City must be provided to the City before that subcontractor may commence work.

Section 15: Termination For Cause:

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

Section 16: Termination Without Cause:

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

Section 17: Indemnification:

The promises in this section are separate from the insurance requirements of this contract and shall apply whether or not the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term "Contractor" shall include any and all subcontractors) who shall agree to perform the Work, or any part of it, shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all liability, loss, or other claim for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the performance of the Work by the Contractor or any agent, servant, employee, subcontractor, or supplier of the Contractor, or of any failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney's fees and other costs of defense), arising out of or in consequence of the Contractor's Work under this contract, or failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all claims for injuries to the Contractor's employees or the employees of any agent, servant, or subcontractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, suppliers, guests,

invitees, uninvited persons, survivors, and distributees), arising out of or in connection with Contractor's operations and activities, or omissions, on property owned by the City of Troy, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1, and therefore the promises shall not be construed as purporting to indemnify or hold harmless the City of Troy against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence be in whole or in part.

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

Approved as to form:

City of Troy, New York

By: _____
Richard T. Morrissey
Corporation Counsel

By: _____
Wm. Patrick Madden
Mayor

Benetech, Inc.

By: _____

Printed Name: _____

Title: _____

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

On this _____ day of _____, 20__ , before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC: STATE OF NEW YORK

ATTACHMENT

SERVICES/FEES per Proposal Document

FEES

SERVICES	FEES
Health Insurance Administration (Data Processing, Benefits Consulting, and Benefits Management and Administration)	\$43,000 annually for calendar years 2021 through 2023 ¹ \$45,500 annually for the optional two-year extension ¹
Affordable Care Act Compliance ("Pay or Play" Administration)	\$5,200 annually for calendar years 2021 through 2023 ¹ \$5,450 annually for the optional two-year extension ¹
Annual Mailing of 1095-C Forms ("Employee Statements")	\$4 per Form ²
Dependent Eligibility Verification/Audits	\$0.73 per contract per month (PCPM) for calendar years 2021 through 2023 ² \$0.76 PCPM for the optional two-year extension ²
Flexible Spending Account (FSA) Administration (including the "Benny" debit card) ³	\$4.65 per participant per month (PPPM) for calendar years 2021 through 2023 \$4.75 PPPM for the optional two-year extension
Drafting of SPD/Plan Documents (if applicable)	\$300 each
Drafting of Amendments/ Summaries of Material Modification	\$100 each
COBRA Administrative Services	
Sending Election Notices to Qualified Beneficiaries	\$15 per Notice
Administrative Services	2% of premium ⁵

¹ The fee will be billed monthly in twelve (12) equal monthly installments.

² The fee will be billed annually, based on the total number of Forms mailed for that Reporting Year.

³ The fee will be billed monthly, based on the number of health insurance contracts for that month.

⁴ The fee will be billed monthly, based on the number of participants for that month.

⁵ The 2% administrative fee is paid by the subscriber -- Benetech bills the subscriber 102% of the applicable premium, collects the payment and retains the 2%. The balance of the funds received from the subscriber (i.e., 100% of the premium due) are remitted monthly to the City.

BILLING AND COMPENSATION ASSUMPTIONS

1. Unless noted in #3 below, the above fees are all-inclusive; all travel and routine administrative and overhead expenses (including materials, secretarial, document production, telephone, supplies, photocopying, postage, etc.) are included.
2. The portion of the FSA Administration fee that represents the cost of the **Benny**[®] debit card is a "pass-through" charge and would be subject to any future price adjustments (increase or decrease) by the vendor.
3. The fees do **not** include the following:
 - a. **Overall Regulatory Compliance:** third party legal and public accountancy fees incurred for professional services contracted by Benetech at the specific direction of the City;
 - b. **General Communications:** materials, printing, and postage costs for any mass mailers or other customized documents that are prepared and distributed by Benetech at the specific direction of the City;
 - c. **Flexible Spending Account Services:** the printing and postage costs associated with Benetech's distribution of the printed Summary Plan Description (SPD) and/or Amendments/ Summaries of Material Modification (SMMs) to Participants at the specific direction of the City; and,
 - d. **Affordable Care Act (ACA) Compliance Services:** the printing and postage costs associated with Benetech's distribution of the ACA-mandated Summary of Benefits/Coverage (SBC) and the Notices of the Marketplace Exchange at the specific direction of the City.
4. Benetech guarantees that it will not charge any additional fees to the City of Troy without the prior written consent of the City.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BENETECH, INC., FOR THE PURPOSE OF THE ADMINISTRATION OF THE CITY OF TROY WORKERS' COMPENSATION PROGRAM FOR THE THREE-YEAR PERIOD 2021, 2022, AND 2023

WHEREAS, the City has for many years relied on the services of Benetech, Inc., to assist in the administration of its workers' compensation program; and

WHEREAS, in continuing that program for the administration of Workers' Compensation claims and benefits, the City will benefit from the technical plan provided by the vendor designed with appropriate controls for complete, accurate, and timely claims processing; and

WHEREAS, the vendor will provide claims administration and case management, as well as provide and file all forms with the Workers' Compensation Board; and

WHEREAS, the vendor will charge fees for its services as stated in the contract attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into a contract with Benetech, Inc., for the 2021, 2022, and 2023 fiscal years, with an option for one additional two year extension for the years 2024 and 2025, in substantial accordance with the terms of the agreement attached hereto.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

In continuing a program for the administration of its Workers' Compensation program, the City will benefit from the technical plan provided by Benetech, Inc., designed with appropriate controls for complete, accurate, and timely claims processing. Benetech Inc. will provide claims administration and case management, as well as provide and file all forms with the Workers' Compensation Board.

AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
BENETECH, INC.

This AGREEMENT, made and entered into this 1st day of January, 2021, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and Benetech, Inc. with principal offices located at One Dodge Street, P.O. Box 348, North Greenbush, New York 12198-0348 and hereinafter called the "Vendor."

WITNESSETH:

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

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

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

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

Section 1: General Provisions:

1.1 Service to Troy The Vendor shall provide **Administration of Workers' Compensation, 207A, 207C Programs** as described in the Proposal hereinafter called the "DOCUMENTS". These services shall be provided within the time frames, if any set out in the documents.

Section 2: Term:

2.1 Term This agreement shall commence on the **1st day of January, 2021** and shall terminate on the **31st day of December, 2023**. This contract may be extended for an additional two (2) year period upon mutual consent of both parties.

Section 3: Payment for Administration of Workers' Compensation, 207A, 207C Programs:

3.1 Payment Payment for **Administration of Workers' Compensation, 207A, 207C Programs** under this Agreement, the City shall pay Benetech, Inc. annual fees not to exceed:
2021: \$46,000.00 for Claims Administration; and \$10,000.00 for Other Fees
2022: \$46,000.00 for Claims Administration; and \$10,000.00 for Other Fees
2023: \$46,000.00 for Claims Administration; and \$10,000.00 for Other Fees
See attached Section III:Fees per Proposal Document.

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

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

Section 4: Workers' Compensation Benefits:

4.1 Workers' Compensation**Benefits**

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

Section 5: Non Discrimination Requirements:**5.1 Non Discrimination****Requirements**

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

Section 6: Wage and Hours Provision:**6.1 Wage and Hours****Provisions**

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

Section 7: Non-Collusive Requirement:**7.1 Non-Collusive****Requirement**

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

Section 8: Identifying Information and Privacy Notification:

8.1 Federal Employer Identification**Number and/or Federal Social****Security Number**

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

Section 9: Equal Employment Opportunities for Minorities and Women:**9.1 (a)**

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

9.1 (b)

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

Section 10: Conflicting Terms:**10.1 Conflicting Terms**

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

In the event of a direct conflict, the terms of this executed shall control.

Section 11: Governing Law:**11.1 Governing Law**

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

Section 12: Service of Process:**12.1 Service of Process**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the City's receipt

of the return thereof by the United States Postal Service as refused or undeliverable.

Section 13: Miscellaneous Provisions:

Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

13.1 Amendment

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

Section 14: Insurance:

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

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
 - a. Liability Insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the “insured Contract” exception to the employers liability exclusion; or
 - iii. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
 - b. Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor’s records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile and for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

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

1. The City of Troy is named additional insured on a primary and non-contributing basis.
2. The Certificate of Insurance shall state the following in the “remarks” section of the Certificate: “The insurance scheduled on this Certificate complies with the Insurance {of the BID or RFP} in its entirety.” Or submit a satisfactory New York Construction Certificate of Liability Insurance Addendum (ACORD 855NY).
3. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel’s Office.
4. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

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

Insurance Required
For Subcontractors

In the event that any portion of the Work described in this contract is performed by an approved subcontractor, all of the insurance requirements of this agreement shall be incorporated into the subcontract agreement with no additional exclusions from coverage whatsoever. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that each and every subcontractor employed to do work under this contract shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City must be provided to the City before that subcontractor may commence work.

Section 15: Termination For Cause:

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

Section 16: Termination Without Cause:

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

Section 17: Indemnification:

The promises in this section are separate from the insurance requirements of this contract and shall apply whether or not the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term "Contractor" shall include any and all subcontractors) who shall agree to perform the Work, or any part of it, shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all liability, loss, or other claim for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the performance of the Work by the Contractor or any agent, servant, employee, subcontractor, or supplier of the Contractor, or of any failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney's fees and other costs of defense), arising out of or in consequence of the Contractor's Work under this contract, or failure to perform the Work or this contract, or arising

in any way as a result of the Contractor's activities or omissions, all to the fullest extent allowed by law. Every Contractor shall defend, indemnify, and save harmless the City of Troy, its agents and employees, from and against any and all claims for injuries to the Contractor's employees or the employees of any agent, servant, or subcontractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, suppliers, guests, invitees, uninvited persons, survivors, and distributees), arising out of or in connection with Contractor's operations and activities, or omissions, on property owned by the City of Troy, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1, and therefore the promises shall not be construed as purporting to indemnify or hold harmless the City of Troy against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the City of Troy, its agents or employees, whether such negligence be in whole or in part.

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

Approved as to form:

City of Troy, New York

By: _____
Richard T. Morrissey
Corporation Counsel

By: _____
Wm. Patrick Madden
Mayor

Benetech, Inc.

By: _____

Printed Name: _____

Title: _____

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

On this _____ day of _____, 20__ , before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC: STATE OF NEW YORK

ATTACHMENT

SECTION III: FEES
per Proposal Document

SECTION III: FEES

Benetech provides services through all-inclusive fixed pricing structures. This alleviates any confusion regarding the costs of services. There is no 'per claim' fee.

Claims Administration (Flat Fee)

Plan Year	Annual Fee
2021	\$46,000
2022	\$46,000
2023	\$46,000
2024 (Year 1 – Optional 2-year extension)	\$49,000
2025 (Year 2 – Optional 2-year extension)	\$49,000

Other fees	
Medical Bill Review (and hospital and utilization bill review if different)	\$8/bill
PPO (percentage of savings)	25%
Section 111/CMS Reporting	\$5/claim

Total annual fees not to exceed:

- \$56,000 in year 1 (2021), year 2 (2022), year 3 (2023)
- \$59,000 in year 4 (2024), year 5 (2025)

*Base fee includes two (2) licenses to Benetech's online RMIS platform for designated City personnel. Additional licenses requested by the City will be \$225 per license per year.

Benetech passes 100% of negotiated savings and rebates for prescription drugs and services to the client. As a result, our prescription drug costs consistently run roughly 50% below the state fee schedule.

Other Considerations:

Services	Cost-Annual
*Legal Fees	Direct Claim Expense
*Investigative Services	Direct Claim Expense
*Nurse Case Management	Direct Claim Expense
*Vocational Rehabilitation	Direct Claim Expense

*All third-party vendors contract directly with the Client to avoid any potential financial conflicts or the appearance thereof. However, Benetech will coordinate and arrange for these services on behalf of the Client. Benetech never receives compensation from third party vendors. Stated fees are all inclusive of our services.

Benetech uses a panel of physicians, attorneys and other vendors independent of our organization. This helps to promote a fair, unbiased opinion on the case presented to the panels. Services provided by these professionals (and their average fees) are as follows:

Services	Fees
Hearing Representation	\$110-\$120 per hearing/\$350-\$450 per court appeal
Private Investigation	\$60-\$70 per hour
Consultant Medical Exams	\$500-\$1500 per exam, based on specialty
Medical Rehabilitation	\$65-\$75 per hour
Vocational Rehabilitation	\$55-\$65 per hour
Inpatient Hospital Bill Audit	<\$100 per audit

OPTIONAL SERVICE ADDITIONS

Benetech also offers optional Loss Control services as an additional service enhancement.

Loss Control and Safety Management	<p>Tier 1: Safety Awareness Newsletter: No Charge</p> <p>Tier 2: Personalized Online (Self-Service) Training & Testing: \$1.00 PEPM with a minimum of \$100 per month. Plus, a \$500 implementation fee.</p> <p>Tier 3: Comprehensive Safety Management Program: Pricing TBD based upon scope of the safety initiatives and the existing safety culture.</p>
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**RESOLUTION RE-APPOINTING BRUCE DEE TO THE
BOARD OF ASSESSMENT REVIEW OF THE CITY OF TROY**

WHEREAS, Bruce Dee, residing at 825 7th Avenue, Troy, New York, has ably served the City of Troy and its property owners as a member of the Board of Assessment Review since 2017, having completed the term of a former member who resigned from the Board; and

WHEREAS, it is the sense of this legislative body that Mr. Dee should be re-appointed to serve a full five-year term in office, expiring on September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 523 of the Real Property Tax Law, Mr. Dee is hereby re-appointed to the Board of Assessment Review for a full term of five years, which shall expire on September 30, 2025.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel