

**TROY CITY COUNCIL
FINANCE MEETING AGENDA
JANUARY 22ND, 2026
6:00 P.M.**

Pledge of Allegiance

Roll Call

Public Forum

Presentation of Agenda

ORDINANCES

2. Ordinance Authorizing Settlement Of Claim, To Wit: Hassan Muradi Vs. The City Of Troy, New York, Troy City Court, Small Claims Court (Council Member McLaren, Council President Steele) (At The Request Of The Administration)
3. Ordinance Placing A Temporary Six Month Moratorium On The Development, Construction, Or Establishment Of Battery Energy Storage Systems (“BESS”) In The City Of Troy (Council Member McLaren) (At The Request Of The Administration)
4. Ordinance Transferring Funds Within The 2026 General Fund (Council President Steele) (At The Request Of The Administration)

RESOLUTIONS

18. Resolution Authorizing The Mayor To Enter Into An Intermunicipal Agreement With The Town Of Colonie For Mutual Provision Of Police Tactical Team Services (Council Member McKee, Council President Steele) (At The Request Of The Administration)

19. Resolution Proclaiming The Month Of February 2026 As Black History Month In The City Of Troy, New York (Council President Steele) (At The Request Of The Administration)

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT: HASSAN MURADI VS.
THE CITY OF TROY, NEW YORK, TROY CITY COURT, SMALL CLAIMS COURT (INDEX
NO.: SC-001745-25/TR)**

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

Section 1. The claimant Hassan Muradi commenced the above captioned action for damages arising out of an incident in which a City of Troy Department of Public Works garbage collection vehicle allegedly struck the claimant's motor vehicle while engaged in garbage collection activities.

Section 2. The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with and in the amount identified in the Memorandum in Support. The Corporation Counsel shall obtain a duly executed Release of all of the plaintiff's claims against the City and a Stipulation of Discontinuance of the action prior to payment.

Section 3. The Comptroller is authorized and directed to make, issue, and countersign the required draft as outlined in the Memorandum in Support, the amount to be payable out of the Judgments and Claims Account.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, _____, 2026

Richard T. Morrissey, Acting Corporation Counsel

MEMORANDUM IN SUPPORT

To: Troy City Council

From: Richard T. Morrissey, Acting Corporation Counsel

Re: Settlement of *Hassan Muradi v. The City of Troy, New York*, Index No.: SC-001745-25/TR

Date: January 14, 2026

Claimant Hassan Muradi commenced a small claims action against the City of Troy alleging property damage to his motor vehicle resulting from an incident involving a City of Troy Department of Public Works garbage collection vehicle. Claimant alleges that while the City vehicle was engaged in routine garbage collection activities, the vehicle hit and damaged his parked 2009 Toyota Prius. Claimant alleged that the City vehicle caused damages in excess of \$5,000.

The claim seeks compensation solely for property damage, no personal injuries are alleged. After reviewing the matter and considering the limited damages claimed and the risks inherent in proceeding to a hearing on the matter, the Corporation Counsel's Office determined that a settlement is in the City's best interest.

The parties have agreed to resolve the matter for a total settlement amount of Two Thousand Two Hundred Dollars (\$2,200.00), subject to City Council approval. The settlement is contingent upon the claimant's execution of a General Release of all claims and discontinuance of the small claims action. The proposed settlement contains no admission of liability or fault on the part of the City.

It is respectfully recommended that the City Council approve the proposed settlement. Approval will fully resolve the claim, discontinue the action with prejudice, and release the City from any further liability arising out of the incident.

The claimant and the Court understand that the settlement is expressly conditioned upon City Council approval. If the settlement is not approved, the case will be returned to the trial calendar.

**ORDINANCE PLACING A TEMPORARY SIX MONTH MORATORIUM ON THE
DEVELOPMENT, CONSTRUCTION, OR ESTABLISHMENT OF BATTERY ENERGY
STORAGE SYSTEMS (“BESS”) IN THE CITY OF TROY**

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

Section 1. The City Planning and Engineering Departments have received several inquiries concerning development and siting of new electric power facilities in the form of commercial Battery Energy Storage Systems (“BESS”).

Section 2. BESS facilities typically consist of rows of large capacity, rechargeable, lithium ion batteries housed in self-contained, interconnected storage units, drawing surplus energy from the local power grid during periods of low usage and storing it for later distribution to the grid during periods of peak demand.

Section 3. Firefighters and other first responders, as well as community members, have raised significant concerns regarding the potential for inextinguishable fires in BESS facilities, such as could be caused by overheating banks of lithium-ion batteries, as well as the potential for environmental degradation, including air and groundwater contamination, in the event of fire or other catastrophic failure.

Section 4. The current City Zoning, Land Use, and Development ordinance does not specifically address the development of BESS facilities in the City or require mitigation of the potential harms to the public health, safety, and welfare that might result.

Section 5. Enactment of a temporary moratorium on locating BESS facilities in the City would afford the Administration and the Council time to review the substantial concerns arising from such development, to thoroughly examine these systems to identify potential threats to public safety and welfare, and to propose and adopt appropriate legislation to regulate and promote the responsible development of BESS facilities in the City in order to protect and preserve the quality of life of our residents.

Section 6. Notwithstanding any ordinance or resolution to the contrary, the Troy City Council hereby ordains and imposes a temporary moratorium on the planning, development, construction, installation, siting, locating, operation, or establishment of any and all commercial BESS facilities for the storage and distribution of electric power in the City of Troy for a period of six months, the moratorium to be effective upon passage and mayoral approval hereof.

Approved as to form, _____, 2026

Richard T. Morrissey, Acting Corporation Counsel

Carmella R. Mantello
Mayor, City of Troy



Seamus P. Donnelly
Deputy Mayor, City of Troy

Office of the Mayor
 City Hall
 433 River Street
 Troy, New York 12180
 Phone (518) 279-7130

Memo of Support

RE: 6-Month Moratorium of Battery Energy Storage System Facilities (BESS)

I am writing to formally express my strong support for the proposed legislation establishing a six-month moratorium on Battery Energy Storage System (BESS) facilities within the City of Troy.

Battery Energy Storage Systems are large-scale facilities designed to store energy from the electrical grid or renewable sources and discharge that energy during periods of peak demand. While these facilities may play a role in the future of energy infrastructure, they also present significant and evolving concerns related to safety, environmental impact, land use compatibility, and emergency response preparedness.

Recent incidents across New York State, including a prolonged BESS-related fire in the Town of Warwick in Orange County, underscore the legitimate risks associated with these facilities and highlight the need for municipalities to proceed with caution. These events raise serious questions regarding fire suppression, hazardous material exposure, long-term environmental impacts, and the safety of nearby neighborhoods and first responders.

The proposed six-month moratorium is a measured, responsible, and proactive step that allows the City of Troy adequate time to thoroughly evaluate current and emerging safety standards, zoning and land-use implications, environmental considerations, and best practices from other municipalities. During this period, the City will work collaboratively with fire officials, planning and zoning staff, environmental experts, and legal counsel to assess whether existing local codes and ordinances are sufficient or require updates to better protect the public.

As Mayor, my foremost responsibility is the health, safety, and well-being of Troy residents. This moratorium reflects our commitment to putting people and the environment over profit, ensuring that any future energy infrastructure aligns with Troy's values and meets our high standards for safety, transparency, and responsible planning. While I recognize the importance of advancing clean and reliable energy solutions, it is equally critical that such advancements do not come at the expense of public safety or environmental stewardship.

This moratorium does not represent opposition to innovation, but rather a commitment to doing things the right way. It preserves the City's ability to make informed decisions based on comprehensive analysis, community input, and the latest regulatory guidance. Additionally, I remain open to all outcomes following this review process, including the possibility of more restrictive measures should the findings warrant such action.

For these reasons, I urge the Troy City Council to support the proposed six-month moratorium on BESS facilities and to join me in ensuring that Troy's approach to energy infrastructure is thoughtful, deliberate, and firmly rooted in the best interests of our residents.

Respectfully submitted,



Carmella R. Mantello
Mayor, Troy NY

ORDINANCE TRANSFERRING FUNDS WITHIN THE 2026 GENERAL FUND

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

Section 1. The City of Troy 2026 budget is hereby amended as set forth in Schedule A entitled:

2026 Budget Transfer(s) – January 2026 City Council Meeting

which is attached hereto and made a part hereof

Section 2. This Ordinance shall take effect immediately.

Approved as to form _____, 2026

Richard T. Morrissey, Acting Corporation Counsel

Schedule A

2026 Budget Transfer(s) – January 2026 City Council Meeting

ORD4

| Department | Account No. | Description | Original Budget* | Change (+ / -) | Revised Budget | Reference |
|-----------------------------------|-----------------------|--------------------|------------------|----------------|----------------|-----------|
| General Fund | | | | | | |
| City Clerk | A1410.0101.0000.0000 | Permanent Salaries | 155,945.00 | (38,391.00) | 117,554.00 | 1 |
| City Clerk | A.1410.0102.0000.0000 | Temporary Salaries | 0.00 | 38,391.00 | 38,391.00 | 1 |
| Engineering | A.1440.0101.0000.0000 | Permanent Salaries | 403,628.00 | (50,000.00) | 353,628.00 | 2 |
| Engineering | A.1440.0806.0000.0000 | Social Security | 32,281.00 | (3,825.00) | 28,456.00 | 2 |
| City Council | A.1010.0102.0000.0000 | Temporary Salaries | 0.00 | 50,000.00 | 50,000.00 | 2 |
| City Council | A.1010.0806.0000.0000 | Social Security | 9,371.00 | 3,825.00 | 13,196.00 | 2 |
| Net Impact On General Fund | | | | | 0.00 | |

* Or as previously amended

MEMORANDUM OF SUPPORT

FROM: Sue Steele, Council President

DATE: January 9,2025

Section C-5 states “The City Council may establish such positions within the Legislative Branch as shall be necessary for it to carry out its duties as prescribed in the Charter.” The City Council wishes to make the Assistant to the Clerk two part/time positions as has been previously approved. This necessitates a budget transfer as provided in Schedule A.

Section C-5 further provides “the authority to establish the positions of Legislative Assistant, Legislative Counsel or Counsels, and consultants for special services.” The City Council is in need of aid to assist with legal research on issues, drafting legislation and providing guidance exclusively to the Council on legislative matters. This position will be a part time position accountable to the entire City Council and will represent the interests of the Council. A budget transfer from the vacant/new position of Deputy City Engineer is necessary to fund this position in the temporary services line item.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH THE TOWN OF COLONIE FOR MUTUAL
PROVISION OF POLICE TACTICAL TEAM SERVICES**

WHEREAS, both the City of Troy and the Town of Colonie maintain specially trained police tactical teams to respond to potentially violent situations involving criminal acts or other threats of harm; and

WHEREAS, the City and the Town have each experienced the need for the services of the other to augment its own response to a dangerous situation; and

WHEREAS, General Municipal Law Article 5-G authorizes the City of Troy and the Town of Colonie to enter into an intermunicipal agreement on a cooperative or contract basis to carry out any function or responsibility that each has the authority to undertake alone; and

WHEREAS, since 2012, the City and the Town have entered into such agreements for the provision of police tactical team services to each other.

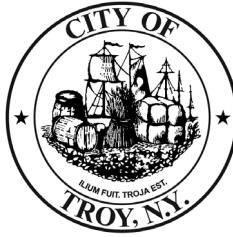
NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council hereby authorizes the Mayor to enter into an intermunicipal agreement for the provision of police tactical team services jointly with the Town of Colonie for a term of two years, 2025-26, the agreement to be in substantial conformity with the Agreement attached hereto, subject to review and approval by Corporation Counsel, with such terms, conditions, and provisions as Corporation Counsel may require for the protection of the City and the public.

Approved as to form _____, 2026

Richard T. Morrissey, Acting Corporation Counsel

MEMORANDUM IN SUPPORT

General Municipal Law Article 5-G authorizes the City of Troy and the Town of Colonie to enter into an intermunicipal agreement on a cooperative or contract basis to carry out any function or responsibility that each has the authority to undertake alone. The City of Troy and the Town of Colonie have had formal written agreements for their police tactical teams to aid each other since 2015. In certain types of potentially violent situations involving criminal acts or other threats of harm, additional specially trained responders and special equipment may be necessary to resolve the situation safely for all involved. In the past, the City and the Town have each experienced the need for the services of the other to augment its own response and have come to rely on each other's assistance. Under the proposed agreement – which appears to be the same as the prior agreements – each party assumes complete responsibility for its own operations and personnel as if it were operating regularly in its own jurisdiction.



Carmella R. Mantello
Mayor

Seamus P. Donnelly
Deputy Mayor

Richard T. Morrissey
Acting Corporation Counsel

Daniel G. Vinclette
Deputy Corporation Counsel

Matthew P. Foley
Deputy Corporation Counsel

Sahir A. Seraj
Deputy Corporation Counsel

Office of the Corporation Counsel

Phone: (518) 279-7157

Troy City Hall

433 River Street, Fifth Floor

Troy, New York 12180

TO: All City Council Members
FROM: Richard T. Morrissey, Acting Corporation Counsel
RE: Memorandum In Support Tactical Team Services Agreement with Colonie
DATE: January 8, 2026

General Municipal Law Article 5-G authorizes the City of Troy and the Town of Colonie to enter into an intermunicipal agreement on a cooperative or contract basis to carry out any function or responsibility that each has the authority to undertake alone. The City of Troy and the Town of Colonie have had formal written agreements for their police tactical teams to aid each other since 2012. In certain types of potentially violent situations involving criminal acts or other threats of harm, additional specially trained responders and special equipment may be necessary to resolve the situation safely for all involved. In the past, the City and the Town have each experienced the need for the services of the other to augment its own response and have come to rely on each other's assistance. Under the proposed agreement – which appears to be the same as the prior agreements – each party assumes complete responsibility for its own operations and personnel as if it were operating regularly in its own jurisdiction.



Peter G. Crummeey
Town Supervisor

TOWN OF COLONIE

TOWN ATTORNEY'S OFFICE

Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

Phone (518) 783-2704 Fax (518) 786-7324
Service by Facsimile Not Accepted
An Equal Opportunity Employer

David M. Brickner
Town Attorney

January 5, 2026

City of Troy
Office of the Corporation Counsel
City Hall
433 River Street
Troy, NY 12180

**Re: Tactical Team Joint Service Agreement 2026
Our File No.: PO-2026-31**

Dear Sir or Madam:

Please find enclosed two (2) originals of the above-captioned Agreement that has been authorized by the Town of Colonie Town Board.

Would you kindly review the same and, if it meets with your approval, kindly forward to the Honorable Carmella Mantello for signature. Once executed, please return to our office by U.S. mail for further disposition. When a fully executed agreement is available, one will be sent to you.

Additionally, kindly provide copy of your current insurance certificate(s). The certificate should provide that the Town of Colonie is named as an additional insured.

Thank you.

Very truly yours,

Kathleen Torrey
Legal Secretary
torreyk@townofcolonie.gov

Enclosures



Peter G. Crummeay
Town Supervisor

TOWN OF COLONIE

TOWN ATTORNEY'S OFFICE

Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

Phone (518) 783-2704 Fax (518) 786-7324
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David M. Brickner
Town Attorney

January 5, 2026

City of Troy
Office of the Corporation Counsel
City Hall
433 River Street
Troy, NY 12180

**Re: Tactical Team Joint Service Agreement 2026
Our File No.: PO-2026-31**

Dear Sir or Madam:

Please find enclosed two (2) originals of the above-captioned Agreement that has been authorized by the Town of Colonie Town Board.

Would you kindly review the same and, if it meets with your approval, kindly forward to the Honorable Carmella Mantello for signature. Once executed, please return to our office by U.S. mail for further disposition. When a fully executed agreement is available, one will be sent to you.

Additionally, kindly provide copy of your current insurance certificate(s). The certificate should provide that the Town of Colonie is named as an additional insured.

Thank you.

Very truly yours,

Kathleen Torrey
Legal Secretary
torreyk@townofcolonie.gov

Enclosures

**TACTICAL TEAM JOINT SERVICE AGREEMENT
BETWEEN
TOWN OF COLONIE AND CITY OF TROY**

This agreement is made this _____ day of _____, 202_____, between the Town of Colonie, a municipal corporation with its principal place of business at Memorial Town Hall, 534 New Loudon Road, Latham, New York, and the City of Troy, a municipal corporation with its principal place of business at the Troy City Hall, 433 River Street, Troy, New York (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS: Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS: the parties have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than with standard police operations.

NOW THEREFORE, the parties do mutually agree to the terms and provisions of this Tactical Team Joint Service Agreement as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to formalize the relationship between the Town of Colonie Police Department and its Special Services Team and the City of Troy and its Emergency Response Team (hereinafter referred to as "Tactical Teams") and the use of the combined Tactical Team resources; clarify the obligations of each participating entity; and make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

ARTICLE TWO

Personnel and Equipment

Each party agrees that its Police Department may supply Tactical Team personnel, equipment, and other available resources to the other upon request in the event of an emergency, if its respective Police Chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's Police Chief or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in the Tactical Team, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE

Retained Personnel and Equipment

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation as soon as practicable.

ARTICLE FOUR

Compensation

Notwithstanding Section 209-m of the General Municipal Law, neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by, or injuries to, the responding party's personnel, or for the use of, or damage to, the responding Tactical Team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment and workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each Party to this Agreement hereby expressly waives all claims of whatever type or nature, except for gross negligence and intentional misconduct, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE

Control of Personnel and Equipment

The Incident Commander of the requesting party shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve, provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party. The requesting party may, however, relinquish Incident Command to the highest ranked officer of the party rendering assistance.

ARTICLE SIX

Privileges and Immunities

To the extent permitted by law, all the privileges and immunities from liability which surround the activities of any participating Tactical Team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's Tactical Team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

ARTICLE SEVEN

Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if he were killed, injured or were to become disabled while that officer was

functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult, and cooperate with each other to ensure that a thorough, efficient, and effective investigation or review is conducted. The results of such investigation shall be shared with each Police Chief.

ARTICLE EIGHT

Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any cause.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and each party will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees. Each party shall be obligated to notify the other of any claim received or lawsuit commenced arising out of tactical team operations.

Each party agrees to indemnify, defend, and hold the other party harmless, including its officers, employees, volunteers, and agents, from and against all claims, damages, liabilities, injuries, suits, and expenses (including attorneys' fees) arising out of or in connection with the use of each other's facilities pursuant to this Agreement. Each party shall be responsible for any injuries or liabilities of its own personnel regardless of where the injury or liability was sustained.

ARTICLE NINE

Administration

It is the intention of the parties that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies of the parties hereto, or an appointee or appointees of each such governing body.

Each party shall have equal access to the records created by the other party related to emergencies responded to under this Agreement.

ARTICLE TEN

Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state, and local laws, rules, and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration and Termination

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This agreement shall be retroactive to January 1, 2025 and shall terminate on December 31, 2026 unless terminated earlier by the parties hereto. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty (30) days' written notice of its intent to withdraw from this Agreement.

All notices shall be provided to:

Town of Colonie

Office of the Town Attorney
Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

City of Troy

Office of the Corporation Counsel
City Hall
433 River Street
Troy, New York 12180

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

TOWN OF COLONIE

By: -----
Peter G. Crummeay
Town Supervisor

CITY OF TROY

By: -----
Carmella Mantello
Mayor

(Notarizations on following page)

State of New York)
) ss.:
County of Albany)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared PETER G. CRUMMEY, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Rensselaer)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared CARMELLA MANTELLO, 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/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**TACTICAL TEAM JOINT SERVICE AGREEMENT
BETWEEN
TOWN OF COLONIE AND CITY OF TROY**

This agreement is made this _____ day of _____, 202_____, between the Town of Colonie, a municipal corporation with its principal place of business at Memorial Town Hall, 534 New Loudon Road, Latham, New York, and the City of Troy, a municipal corporation with its principal place of business at the Troy City Hall, 433 River Street, Troy, New York (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS: Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS: the parties have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than with standard police operations.

NOW THEREFORE, the parties do mutually agree to the terms and provisions of this Tactical Team Joint Service Agreement as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to formalize the relationship between the Town of Colonie Police Department and its Special Services Team and the City of Troy and its Emergency Response Team (hereinafter referred to as "Tactical Teams") and the use of the combined Tactical Team resources; clarify the obligations of each participating entity; and make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.

ARTICLE TWO

Personnel and Equipment

Each party agrees that its Police Department may supply Tactical Team personnel, equipment, and other available resources to the other upon request in the event of an emergency, if its respective Police Chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's Police Chief or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in the Tactical Team, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE

Retained Personnel and Equipment

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation as soon as practicable.

ARTICLE FOUR

Compensation

Notwithstanding Section 209-m of the General Municipal Law, neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by, or injuries to, the responding party's personnel, or for the use of, or damage to, the responding Tactical Team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment and workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each Party to this Agreement hereby expressly waives all claims of whatever type or nature, except for gross negligence and intentional misconduct, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE

Control of Personnel and Equipment

The Incident Commander of the requesting party shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve, provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party. The requesting party may, however, relinquish Incident Command to the highest ranked officer of the party rendering assistance.

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Privileges and Immunities

To the extent permitted by law, all the privileges and immunities from liability which surround the activities of any participating Tactical Team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's Tactical Team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

ARTICLE SEVEN

Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if he were killed, injured or were to become disabled while that officer was

functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult, and cooperate with each other to ensure that a thorough, efficient, and effective investigation or review is conducted. The results of such investigation shall be shared with each Police Chief.

ARTICLE EIGHT

Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any cause.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and each party will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees. Each party shall be obligated to notify the other of any claim received or lawsuit commenced arising out of tactical team operations.

Each party agrees to indemnify, defend, and hold the other party harmless, including its officers, employees, volunteers, and agents, from and against all claims, damages, liabilities, injuries, suits, and expenses (including attorneys' fees) arising out of or in connection with the use of each other's facilities pursuant to this Agreement. Each party shall be responsible for any injuries or liabilities of its own personnel regardless of where the injury or liability was sustained.

ARTICLE NINE

Administration

It is the intention of the parties that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies of the parties hereto, or an appointee or appointees of each such governing body.

Each party shall have equal access to the records created by the other party related to emergencies responded to under this Agreement.

ARTICLE TEN

Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state, and local laws, rules, and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration and Termination

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This agreement shall be retroactive to January 1, 2025 and shall terminate on December 31, 2026 unless terminated earlier by the parties hereto. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty (30) days' written notice of its intent to withdraw from this Agreement.

All notices shall be provided to:

Town of Colonie

Office of the Town Attorney
Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

City of Troy

Office of the Corporation Counsel
City Hall
433 River Street
Troy, New York 12180

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

TOWN OF COLONIE

CITY OF TROY

By: -----

Peter G. Crummey
Town Supervisor

By: -----

Carmella Mantello
Mayor

(Notarizations on following page)

State of New York)
) ss.:
County of Albany)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared PETER G. CRUMMEY, 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 signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Rensselaer)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared CARMELLA MANTELLO, 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/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION PROCLAIMING THE MONTH OF FEBRUARY 2026 AS BLACK HISTORY MONTH IN THE CITY OF TROY, NEW YORK

WHEREAS, Black History Month was founded by Dr. Carter G. Woodson and was first celebrated on February 1, 1926; and

WHEREAS, since 1976, Black History Month has become a nationally recognized month-long celebration held each year during the month of February to acknowledge and pay tribute to African-Americans and their achievements; and

WHEREAS, this month-long celebration commemorates the extraordinary efforts, accomplishments, and victories of African Americans in their long endeavor to develop and promote equal opportunity and social equality throughout the United States; and

WHEREAS, Black History Month is a time to remember and celebrate the strength and spirit of the people of color in our nation's history who triumphed over adversity and rose above their social circumstances to build dignified lives for themselves, and in so doing, left an honorable cultural legacy for those who follow in their paths.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council honors and commends the African American community and does hereby proclaim the month of February 2026 as Black History Month in the City of Troy, New York; and

BE IT FURTHER RESOLVED, that this month, and throughout the year, we commit ourselves to raising our awareness and appreciation of the histories and cultures of our nation's people of color, and may their American spirit continue to enrich our daily lives.

Approved as to form, _____, 2026

Richard T. Morrissey, Corporation Counsel