

**TROY CITY COUNCIL
SPECIAL MEETING AGENDA
August 18th 2022
7:15 P.M.**

Pledge of Allegiance
Roll Call
Presentation of Agenda
Public Forum*

ORDINANCES

37. Ordinance Amending The General Fund And Capital Projects Fund To Allocate Funding From The American Rescue Plan Act(Council President Mantello) (At The Request Of The Administration) **Pending Finance Approval**

RESOLUTIONS

95. Resolution Recognizing The 90th Birthday Of Earnestine Ross-Hampton (Council President Mantello) **Pending Finance Approval**

99. Resolution Confirming The Appointment Of Andrew M. Piotrowski As Comptroller Of The City Of Troy (Council President Mantello) (At The Request Of The Administration) **Pending Finance Approval**

101. Resolution Authorizing And Ratifying Employment Contract For The Chief Of The City Of Troy Fire Department (Council President Mantello) (At The Request Of The Administration) **Pending Finance Approval**

***PUBLIC FORUM**

The City Council will be conducting this meeting **both hybrid and in-person** and the meeting will be live-streamed on the City Council's [YouTube channel](#).

Troy residents who wish to comment through the Hybrid option 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. Per Council rules, residents have 4 minutes to speak at the Special Meeting public forum. Comments must be regarding agenda items. There is a second public forum where residents have 3 minutes to speak at the end of the meeting for city government issues

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 maria.debonis@troyny.gov and must be received by 3 pm on the day of the meeting. You

must include your full name and residential address, as required by Council rules. Written comments received after 3 pm shall be treated as correspondence and forwarded to the Council for their review.

**ORDINANCE AMENDING THE GENERAL FUND AND CAPITAL PROJECTS FUND
TO ALLOCATE FUNDING FROM THE AMERICAN RESCUE PLAN ACT**

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

Section 1. The City of Troy 2022 budget is herein amended as set forth in Schedule A entitled:

American Rescue Plan Budget Amendment(s) – Draw #5

which is attached hereto and made a part hereof.

Section 2. This Ordinance shall take effect immediately.

Approved as to form, _____, 2022

Richard T. Morrissey, Corporation Counsel



INTER-OFFICE MEMORANDUM

To: City Council

From: Chris Wheland, Superintendent of Public Utilities

Subject: Memo in Support of Industrial Park Road Betterment and American Rescue Plan Act

Date: July 29, 2022

As you are aware phase II of the Industrial Park Road project is bid and moving forward with award. In phase one, Public Utilities allocated funding through the water fund to install a 16 inch water line from Main Street to Monroe St. This line was anticipated to provide redundancy of potable water to South Troy and provide water service for any businesses that would be located along the Industrial Park Road.

To complete the 16 inch water line the pipe must be extended to Washington St as part of phase II. It is anticipated that the installation with labor and materials will be approximately \$1.5 million. Although there is significant grant funds available for the road project, the water line installation is considered a betterment and not eligible for the grant funds. It is feasible to use American Rescue Plan Act funding for this project.

Please accept this memo in support of using ARPA funds to install the remainder of the 16 inch water line that will service South Troy for the next generation.

As always if you have any questions, please let me know.

Schedule A

ORD37

American Rescue Plan Budget Amendment(s) – Draw #5

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General Fund					
Revenues					
American Rescue Plan	A.1000.4089.9000.0000	American Rescue Plan	1,000,000.00	1,500,000.00	2,500,000.00
Total General Fund Budget Revenue Increase				<u>1,500,000.00</u>	
Expenditures					
Interfund Transfers	A.9950.0900.9000.0000	Capital Projects Fund	1,000,000.00	1,500,000.00	2,500,000.00
Total General Fund Budget Expenditure Increase				<u>1,500,000.00</u>	
Net Impact On General Fund				<u>0.00</u>	

Capital Projects Fund					
Revenues					
South Troy Roadway	H.0000.5031.0406.9000	Interfund Transfers - ARP	0.00	1,500,000.00	1,500,000.00
Total Capital Projects Fund Revenue Increase				<u>1,500,000.00</u>	
Expenditures					
South Troy Roadway	H.8340.0204.0406.9000	Improvements	0.00	1,500,000.00	1,500,000.00
Total Capital Projects Budget Expenditure Increase				<u>1,500,000.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

**RESOLUTION RECOGNIZING THE 90TH BIRTHDAY OF
EARNESTINE ROSS-HAMPTON**

WHEREAS, Earnestine Ross-Hampton was born in 1932, a daughter of Georgia sharecroppers; and

WHEREAS, she is the oldest of twenty-four (24) children; and

WHEREAS, Earnestine moved from Glennville, Georgia to Troy, New York at the age of nineteen (19); and

WHEREAS, she worked as a nursing assistant at Van Rensselaer Manor nursing home, and cleaned the State building for thirty-six (36) years; and

WHEREAS, she is a devoted Baptist and a member of the New Hope Baptist Church where she is an Eastern Star member; and

WHEREAS, Earnestine is the proud mother of 4 children, Earl, Maxine, Mac Arthur, and Henrietta, and grandmother and great grandmother to a host of grand and great grandchildren; and

WHEREAS, Earnestine is deeply loved and greatly appreciated by her family and friends, and in fact, by everyone she encounters.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council pause in its deliberations to celebrate the 90th birthday of Earnestine Ross-Hampton, with our earnest hope that Earnestine may enjoy many more to come.

Approved as to form, _____, 2022

Richard T. Morrissey, Corporation Counsel

**RESOLUTION CONFIRMING THE APPOINTMENT OF ANDREW M. PIOTROWSKI
AS COMPTROLLER OF THE CITY OF TROY**

WHEREAS, the Troy City Charter § C-41 provides that there shall be a City Comptroller who shall be the chief fiscal officer of the City, and who shall be appointed by and serve at the pleasure of the Mayor, subject to confirmation by the City Council; and

WHEREAS, the Mayor of the City of Troy has appointed Andrew M. Piotrowski to the position of City Comptroller and has filed a written letter of appointment in the Office of the City Clerk as required by Troy City Charter § C-36; and

WHEREAS, Andrew M. Piotrowski possesses the education and progressively responsible experience required by the Charter to perform the duties and fulfill the responsibilities of the Office of the City Comptroller, namely a four-year degree in accounting/business information from an accredited college or university and seven years of progressively responsible experience in overall financial administration and operations; and

WHEREAS, Andrew M. Piotrowski previously has rendered years of distinguished service to the City both as Deputy Comptroller and Comptroller.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council does hereby confirm the Mayor's appointment of Andrew M. Piotrowski to the position of City Comptroller.

Approved as to form, _____, 2022

Richard T. Morrissey, Corporation Counsel

**RESOLUTION AUTHORIZING AND RATIFYING EMPLOYMENT CONTRACT FOR
THE CHIEF OF THE CITY OF TROY FIRE DEPARTMENT**

WHEREAS, the Administration and the Chief of the Fire Department have successfully negotiated the employment contract attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby authorizes the Mayor to execute the attached Employment Agreement on behalf of the City of Troy and hereby ratifies the terms and conditions thereof.

Approved as to form, _____, 2022

Richard T. Morrissey, Corporation Counsel

MEMORANDUM IN SUPPORT

This Resolution offers for City Council approval the Employment Contract of Eric McMahon as Fire Chief of the Troy Fire Department. The term of the agreement shall be from January 1, 2022 to December 31, 2023.

The position of Fire Chief in the City of Troy is not included in a collective bargaining unit. The person holding that position is a non-represented employee.

This legislation, calling for the ratification of the employment contract for Fire Chief Eric McMahon, sets forth the terms and conditions of his employment.

The terms of this particular contract essentially mirror the terms of the prior contract with the Chief that expired on December 31, 2021. This contract is retroactive to January 1, 2022. The proposed salary is based on factors including: the pay/benefit scale of comparable positions in the area, the historical rate of pay for the Chief's position in the City of Troy, and the historical differential between the Chief's compensation and the pay scales of subordinates.

This contract is personal to the individual named in the contract and does not inure to the benefit of his successor.

Employment Agreement

1. **Agreement.** This employment agreement (“the Agreement”) confirms the terms and conditions of the Fire Chief (the “Chief”), to be employed by the City of Troy (the “City”). The terms of the Agreement are effective upon its approval by the Troy City Council.
2. **Duties.** The Chief shall work under the supervision and control of the Mayor.
3. **Salary.** In consideration of the Chief’s services to the City, effective January 1, 2022, the Chief will receive an annual base salary of \$145,000.00. The Chief is a salaried professional exempt from the payment of overtime.
4. **Health Insurance.** The City shall offer health insurance to the Chief. The health insurance plan offered shall be the City of Troy health plan as may be amended from time to time. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief. The Chief may select a single or family plan as applicable.
 - a. The Chief, if hired as an employee for the City prior to July 1, 1996, shall be entitled to health insurance in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent without contribution to the cost of the annual health insurance premium. If the Chief was hired as an employee for the City on or after July 1, 1996, he shall contribute by payroll deduction each month twenty (20%) of the annual premium equivalent cost established for either single or family coverage selected in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent. The plan of benefits and respective premium contributions rates, (0% and 20%), set forth in this provision will remain throughout employment and retirement.
 - b. Medical co-payments applicable to the Chief are as follows:
 - i. **Emergency Care:** Emergency Room visit copay shall be \$100.
 - ii. **Doctor’s office visit:** Copays for office visits; pediatrics; internal medicine; family practice; specialists shall be \$25.
 - iii. **Out-patient surgery:** Out-patient surgery copay shall be \$100.
 - iv. **Prescription Copays:**
 - Copayments for Generic prescriptions shall be \$10.
 - Copayments for Brand prescriptions shall be \$25.
 - Copayments for non-preferred prescriptions shall be \$45.
 - c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief will receive health insurance coverage as described herein and in accordance with the Agreement:

- i. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.
 - ii. The Chief may select a single or family plan, as may be applicable, prior to enrollment in Medicare.
 - iii. The Chief and his spouse must enroll in Medicare when eligible and shall be responsible for any and all costs associated with enrollment and/or participation in Medicare in order to receive benefits from the City during retirement.
 - iv. The City may enroll the Chief and his spouse in a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.
 - v. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.
 - vi. The City agrees that it shall pay the monthly premium/premium equivalent cost for health insurance for the spouse of the Chief upon his or her death after retirement or if he is killed in the line of duty with the City. The City's obligation to provide such continued coverage to the spouse of the Chief shall automatically terminate: (1) upon the spouse's enrollment in Medicare, which enrollment is required and an essential obligation of the spouse in order to receive this benefit; (2) upon the spouse getting remarried; or (3) upon the spouse otherwise being covered by any other health insurance, whichever is earliest.
- d. Notwithstanding paragraph 4(c)(iii) of this Agreement, in the event the City agrees in writing to reimburse Medicare Part B premiums paid by former employees above the rank of Captain in the Fire Department, the City agrees to reimburse Medicare Part B premiums paid by the Chief at the same amount and in the same manner.
5. **Dental Insurance.** The City shall offer dental insurance to the Chief. The dental plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing dental insurance benefits through any other carrier or through any other means, including self-insurance, to personnel covered by this Policy. The Chief may select a single or family plan as applicable.
- a. The Chief shall receive dental insurance coverage at no cost, exclusive of all co-pays, coinsurance or deductible requirements set forth in the plan in which he enrolls.
 - b. There shall be a \$2,000.00 annual cap on all dental work.

- c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief shall receive dental insurance in accordance with the Agreement.
- i. The dental insurance plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.
 - ii. The Chief may select a single or family plan as applicable.
 - iii. The City will pay 50% of the premium for dental coverage.
 - iv. The Chief will be responsible for making the coinsurance and deductible requirements set forth in the plan in which the Chief enrolls.
 - v. There shall be a \$2,000.00 annual cap on all dental work.
 - vi. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

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

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

- a. The Chief shall receive credit for a month worked for every month in which he worked or received wages for a minimum of fifteen (15) working days. Time lost by the Chief by reason of absence without pay shall not be considered in computing earned credit for vacation leave.
- b. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy. The Chief may accumulate leave credits for future use up to a maximum of forty (40) workdays.
- c. Vacation leave schedules shall be prepared so as to ensure the continued operation of all City functions without interference.
- d. The Chief shall be entitled to compensation of unused vacation leave in any of the following instances:

- a. The Chief gives at least thirty (30) working days written notice regarding termination of his employment with the City.
 - b. The Chief is placed on indefinite layoff.
 - e. The Chief may sell back up to ten (10) days of unused vacation time each calendar year. The Chief must notify the City in writing of his intention to do so on or before November 1st. The City shall make payment on or before December 15th of the same year.
7. **Sick Leave.** The Chief shall be allowed time off for illness without limitation. The Chief is required to notice the Mayor of any absence and the reason therefor on the first day of the absence. It is expected that such notice shall be given as soon as possible.
- a. Whenever the Chief is reported sick or disabled, it shall be the duty of the Fire surgeon or other medical professional utilized by the City to inquire into the Chief's condition as soon as possible and, if in his/her judgment, such individual may be unable to perform his duties or may require the attention of a physician, said surgeon or medical professional shall issue a certificate addressed to the Mayor relieving the Chief from duty.
 - b. Nothing in this provision shall limit the City's exercise or enforcement of its rights under law with respect to the Chief if he is unable to work as a result of illness or injury not caused by the performance of fire duties.
 - c. If the Chief is unable to perform his duties due to a job-related injury or illness shall, during such absence from duty, he shall continue to receive all benefits under the Agreement to which he would otherwise be entitled.
8. **Bereavement Leave.** The Chief shall be granted five (5) scheduled work days with pay due to death in his immediate family. The term "immediate family" shall include natural parents, foster parents, step parents, grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father in law, mother in law, or any relative residing in the individual's household, which leave shall not be cumulative.
9. **Military Leave.** The Chief shall be eligible for such benefits or leave as may apply to him in accordance with the provisions of applicable law.
10. **Holidays.** The Chief shall receive a day's pay for the following holidays:
- | | |
|-----------------------|------------------|
| New Year's Day | Independence Day |
| M.L. King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Election Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

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

11. Accrued Time. Compensatory time may not be earned by the Chief. If the Chief has previously accrued unused compensatory, holiday compensatory and/or bonus time he may cash it out at any time, at the pay rate the Chief receives at the time of cash out. Any previously accrued unused compensatory, holiday compensatory and/or bonus time will be cashed out upon separation of employment if the Chief gives at least one (1) month written notice regarding termination of his employment with the City.

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

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

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

13. Legislative Approvals. The term of the Agreement is from January 1, 2022, to December 31, 2023 and is subject to approval by the Troy City Council. The Agreement is intended to be read *in pari materia* with the Troy City Charter and Code with respect to any and all terms in the Charter and Code which reference those positions.

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

FOR THE EMPLOYEE

FOR THE CITY OF TROY

By: _____
Eric McMahan

By: _____
Wm. Patrick Madden
Mayor

Dated: August _____, 2022

Dated: August _____, 2022