

AGENDA
COMMON COUNCIL MEETING
MARCH 17, 2021

1. A RESOLUTION TO APPROVE AND ADOPT THE CITY OF RENSSELAER POLICE REFORM AND REINVENTION COLLABORATIVE REPORT/PLAN PURSUANT TO EXECUTIVE ORDER 203
2. A RESOLUTION AUTHORIZING AGREEMENT WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF FIRE FIGHTING APPARATUS AND MAINTENANCE CONTRACT-FIRE DEPARTMENT
3. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE BUILDING AND CODE ENFORCEMENT DEPARTMENT BUDGET-COMPTROLLER
4. A RESOLUTION APPROVING CHANGE OF TRAFFIC AND PARKING SIGNAGE IN FRONT OF CITY HALL-OFFICE OF CITY ENGINEER
5. A RESOLUTION IN THE MATTER OF GRANTING A CABLE TELEVISION FRANCHISE HELD BY SPECTRUM NORTHEAST, LLC IN THE CITY OF RENSSELAER, NY
6. A RESOLUTION FOR A PUBLIC HEARING RELATIVE TO THE 2020 NYS OFFICE OF COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#1

By Alderperson: Council as a Whole

Seconded by Alderperson: _____

**Resolution to Approve and Adopt the City of Rensselaer Police Reform and
Reinvention
Collaborative Report/Plan Pursuant to Executive Order 203**

WHEREAS, the Governor of the State of New York has determined that urgent and immediate action is needed to eliminate racial inequities in policing, to modify and modernize policing strategies, policies, procedures, and practices, and to develop practices to better address the particular needs of communities of color to promote public safety, improve community engagement, and foster trust; and

WHEREAS, the Governor has enacted Executive Order 203 entitled the “New York State Police Reform and Reinvention Collaborative”; and

WHEREAS, Executive Order 203 states that in coordination with the resources of the Division of Criminal Justice Services and the Division of the Budget, local governments may “increase the effectiveness of the criminal justice system by ensuring that the local police agencies within the state have been actively engaged with stakeholders in the local community and have locally-approved plans for the strategies, policies and procedures of local police agencies; and

WHEREAS, pursuant to Executive Order 203 each local government entity which has a police agency operating with police officers as defined under 1.20 of the criminal procedure law, must adopt a policing reform plan after performing a collaborative review of the needs of the community served by its police agency, and evaluate the department’s current policies and practices to address any racial bias and disproportionate policing of communities of color and promote trust, fairness, and legitimacy; and

WHEREAS, on or about August 17, 2020, the Office of Budget released a Guidance Document in order to assist municipalities in the development of the Program (the “Guidance Document”); and

WHEREAS, Mayor Stammel convened with Chief Frankoski, the head of the local police agency, and the stakeholders in the community, so as to develop such plan; and

WHEREAS, the City of Rensselaer, in coordination with its police agency, and City Council Members Bryan Leahey and Eric Endres, consulted with stakeholders, including stakeholders identified in the Guidance Document as required or recommended, formed the required Collaborative Committee, and created a Police Reinvention and Collaborative Program (the “Program”) to adopt and implement the

recommendations resulting from its review and consultation, including any changes to its policing deployments, strategies, policies, procedures, and practices, tailored to the specific needs of the community and general promotion of improved police agency and community relationships based on trust, fairness, accountability, and transparency, and which seek to reduce any racial disparities in policing; and

WHEREAS, the Collaborative Committee considered evidence-based policing strategies described in the Guidance Document, and also considered improvements to transparency, accountability, training, community engagement, qualifications and recruitment, and policies and procedures, as also recommended; and

WHEREAS, the draft Program was offered for public comment to all citizens in the locality, and after consideration of such comments, the draft Program was modified to include such recommended improvements; and

WHEREAS, a copy of such Program, now known as the City of Rensselaer Police Reform and Reinvention Collaborative Report/Plan, is attached hereto and made a part hereof, and after careful review of such Program by the City of Rensselaer Common Council, and good cause appearing therefor;

NOW, THEREFORE BE IT HEREBY RESOVLED the City of Rensselaer Common Council hereby approves and adopts the City of Rensselaer Police Reform and Reinvention Collaborative Report/Plan; and

BE IT FURTHER RESOLVED that the Mayor of the City of Rensselaer is hereby authorized to execute and transmit the required certification to the New York State Division of Budget.

Approved as to form and sufficiency
this day of March, 2021

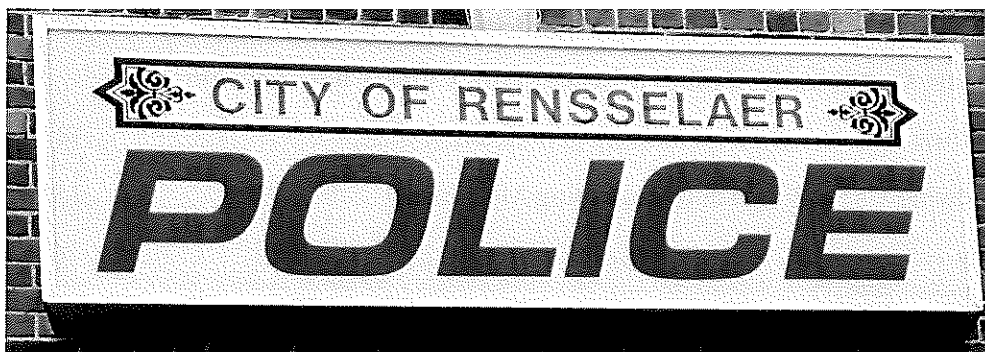
Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

CITY OF RENSSELAER POLICE REFORM & REINVENTION COLLABORATIVE



3/17/2021

The City of Rensselaer's Response to Governor Andrew Cuomo's
Executive Order 203

Index

Overview.....	3
I Functions of the Police	
Role of the Police.....	3
Staffing, Budgeting and Equipping the Police.....	5
II Employing Smart and Effective Policing Standards and Strategies	
Procedural Justice and Community Policing.....	8
Community Policing.....	10
Schools.....	11
Policing Strategies.....	12
Traffic.....	12
Community Engagement.....	13
III Fostering Community-Oriented Leadership, Culture and Accountability	
Leadership and Culture.....	14
Tracking and Reviewing Use of Force and Identifying Misconduct.....	15
Use of Force Policy.....	16
Internal Accountability of Misconduct	17
Citizen Oversight and other external accountability.....	19
Data, Technology and Transparency.....	19
IV Recruiting and Supporting Excellent Personnel	
Recruiting a Diverse Workforce.....	21
Training and Continuing Education.....	21
Support Officer Wellness and Well-Being.....	23
Stakeholder Meetings.....	24
Conclusions/Recommendations.....	26
References.....	29

New York State Police Reform and Reinvention Collaborative

Executive Order 203

Governor Cuomo issued Executive Order 203 on June 12, 2020. Under the terms of the order, “Each local government entity which has a police agency must convene the head of the police department and stakeholders in the community to (1) perform a comprehensive review of current police force deployments, strategies, policies, procedures, and practices and (2) develop a plan to improve such deployments, strategies, policies, procedures, and practices, for the purposes of addressing the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color. Such plan must be adopted by the governing board by April 1, 2021.

I. Functions of the Police

1. Role of the Police

“The purpose of law enforcement in a free society is to promote public safety and uphold the rule of law so that individual liberty may flourish. Trust and accountability between law enforcement and the communities they are sworn to protect is essential to advancing these goals. The government holds the power to exercise force in achieving its ends, but must do so in a way that protects the rights of community members and upholds the rule of law. Proper policing practices require that law enforcement build positive relationships with their community, respect civil liberties, and avoid tactics that encourage the use of excessive force against citizens.” Jeremiah Mosteller, Americans for Prosperity

The most important question is whether our police department is meeting the needs of the community and what our department can do to achieve the best results. To better understand our community and the role of our police department, it is important to identify who we are. The City of Rensselaer Police Department covers 4 square miles. As of the 2010 census, there were 9,171 residents, though the number has certainly risen since then. According to that census data, the population is comprised of 80.1% White, 6.7% Asian 6.2% Hispanic, 5.5% Black and the remainder being mixed race or other.

The city is mostly comprised of residential property though there is a commercial presence in the Columbia Turnpike area. During business hours, there are thousands more people visiting or traveling through the city using Washington Ave., Third Ave and Columbia Turnpike.

The Village and Township of Greenbush was created to be the City of Rensselaer by the State Legislature 1897. The Village of Bath and parts of East Greenbush and North Greenbush were annexed to the City on Jan 1, 1902. The City of Rensselaer law enforcement started in 1897 with one Chief of Police and six patrolmen, in 1902 the department expanded to an 11 man department including a detective and it has grown leaps and bounds since then.

Since its inception the department continued to grow peaking at 33 officers in the 1980's. The department currently has 28 full-time officers and, 5 full-time dispatchers providing law enforcement response 24 hours a day. In 1993, our department achieved the distinguished honor of Accreditation through the New York State Division of Criminal Justice Services and we have been continually Re-Accredited every five years with the last one being in 2018. The Rensselaer Police Department strives to maintain a high degree of professionalism.

Through these last 40 years, the mission of the department has changed very little but the methods of achieving that mission are constantly evolving as society does. The department responds to an average of 10,000 calls for service, affects an average of 1,185 traffic stops and makes an average of 175 arrests every year. Calls for service range from civil matters and criminal complaints to hazardous situations where life and property are threatened.

On at least an annual basis, statistical analysis is completed regarding crime trends, staffing needs and community needs. The Rensselaer Police recently conducted a complete review and update of our policies and procedures utilizing the services of Lexipol. Lexipol provides fully developed, state-specific policies researched and written by subject matter experts and vetted by attorneys. The policies are based on nationwide standards and best practices while also incorporating state and federal law, regulations and accreditation standards and are constantly evaluated for necessary updates and annually reviewed for validation.

According to a 5-year statistical research from the police department records management system, the most prevalent crimes to be reported and investigated any year are Larceny, Simple Assault, and Criminal Mischief, in that order.

Larceny consists of Petit Larceny and all degrees of Grand Larceny. There are an average of 60.5 incidents reported and investigated each year. Simple Assaults, comprise an average of 54.5 reports each year. Criminal Mischief of all degrees comprise an average of 51.75 reports each year. All other categories of crimes reported each comprise a small fraction of the total. The number of "violent crimes" each year is very small and are mostly committed during domestic incidents.

While there are hundreds of crimes reported each year, it is equally important to account for traffic functions. Each year, there are an average of 217 traffic accidents investigated and an average of 1,185 traffic stops are conducted.

Most other calls our officers respond to are fire calls, EMS calls, civil matters and mental health calls. Officers respond to fire and EMS calls to assist the Rensselaer City Fire Department and can assist citizens in need right away. This not only speaks to the service-oriented mindset of our agency but reinforces that mindset with the officers. Similarly, most civil matters involve complainants who don't know who else to talk to. Citizens are fully aware that our phone will be answered 24/7 and when other offices are closed they will still get someone at the police department. Our officers are able to provide insight and often mediate the situation without it needing to enter the court system or devolving into a criminal issue. As part of our Community Policing philosophy, our officers will try and get citizens directed to the proper agencies. This is another way officers are able to serve the community.

The Rensselaer Police believe in both strong reactive and proactive strategies. This balance, along with a community policing philosophy within the police department, has created high public support.

2. Staffing, Budgeting and Equipping Police

As previously discussed, the department has 28 full time police officers, 5 full time dispatchers and 2 Clerks. Of the police officers, there are the Chief, Deputy Chief, 1 Detective Sergeant, 5 Sergeants 2 Detectives and 18 Officers. The staffing level is generally dictated by the minimum needed to ensure that there are three police officers assigned to every shift, pursuant to the police officers' basic officer safety needs. Administrative and supervisory staffing is consistent with the National Incident Management System's recommendation for proper span of control, which is mirrored by the New York State Emergency Management Office. There is always at least 1 supervisor on every shift. Various officers are assigned to teams specializing in Accident Reconstruction, Evidence Processing and Investigations, ATV Unit, Bike Patrol, Honor Guard, Shared Services Response Team, and Arson Investigation which are deployed when circumstances require them.

In order to provide a quality level of service, our police department has a written agreement partnering with other local municipal police agencies for the purposes of mutual aid. These agencies include the Towns of East Greenbush, North Greenbush, Schodack, Village of Nassau and the City of Troy. This allows for each agency to respond to calls in another jurisdiction if call volume becomes too great at any one time for that agency to handle. This also ensures an expedited police response to emergencies. This agreement also allows for each agency to assist with specialized units to work together in time and manpower intensive investigations or to share specialized equipment. A similar written agreement is in place for a Shared Services Response Team (SWAT). The SSRT is comprised of police officers from the Rensselaer City Police Department, East Greenbush Police Department, North Greenbush Police Department and Schodack Police Department. This partnership allows for each agency to share the costs of having this team which would not be possible individually given the cost.

Over the last several months, there have been many discussions, both internally and externally, on whether the availability of social workers would benefit the community, rather

than police officers responding to certain situations. The Rensselaer Police Department responds to calls for service that might be appropriate for social workers or mental health workers to assist. However the need for the presence of a police officer would not be eliminated entirely. These calls can be very volatile and there is always a risk of violence and social workers and mental health workers are not readily available 24/7, which is one of the major issues. Until the resources of social workers and mental health workers are readily available, officer will need to continue to respond to these calls. However, having the availability of these additional resources could allow the officers to respond to the scene, ensure that the situation is safe and turn the incident over to the social and mental health workers once they have established a rapport and feel safe with the individual. This would allow police officers to return to their other functions. It is understood that the police presence could be interpreted by the individual as being negative but that can be overcome by how the officers communicate with the individual.

To assist in communicating with individuals in crisis the Rensselaer Police Department has been participating in an Emotionally Distressed Persons Response Team (EDPRT) program since 2008. It is the mission of the Emotionally Distressed Persons Response Team (EDPRT) to handle emotionally distressed and mentally ill individuals in a variety of situations. The EDPRT will make every effort to preserve the dignity of every individual encountered who is emotionally distressed/mentally ill, and while doing so will take all reasonable measures to ensure the safety of its members, the community, and the emotionally distressed/mentally ill person. The EDPRT will also provide the necessary resources and referrals for each individual in order to enhance their treatment process. In addition, it is the mission of every individual EDPRT member to ensure that each emotionally distressed/mentally ill person's physical and mental health is cared for with respect, understanding and compassion. It is also the EDPRT's on-going mission to strengthen community partnerships and empowerment with mental health providers, consumers and community programs/services. This program was started by the Troy Police department and a recent training sponsored by Troy PD in conjunction with HVCC and CEO of Troy allowed four more RPD officers to become certified. Another training is being scheduled for 2021 which will allow for additional officers to become certified.

The Commissioner of the Rensselaer County Office of Mental Health was consulted as a stakeholder in the drafting of this plan. In that very productive meeting, this topic was discussed. The Commissioner listed out all of the resources they offer including, but not limited to, Substance Addiction Peer Recovery support and a social worker to assist and monitor homeless and mental health patients. By increasing our utilization of these resources we will be able to forge a stronger partnership which will enable us to provide not only the best service and care to our residents during active calls, but also ensure proper follow up is done to avoid future needs. Additionally, that office can assist in coordinating training opportunities for officers to learn how they can communicate more effectively with persons in crisis which would help overcome the negative perception that individual would have from the police presence.

In the last two years, the police department assisted EMS on at least 44 overdose calls. Many were suspected heroin overdoses, some were prescription medication overdoses or alcohol. Officers may have responded to other incidents but were not documented as such.

Current documentation practices make it difficult to determine how many were intentional versus accidental, though it is usually not certain even at the time of reporting. While these numbers are significantly lower than most municipalities in Rensselaer County, they clearly indicate that there is a need for a specific response to suicidal persons and addiction. RCOMH has services that should be used more for reaching this population.

In 2019 the Rensselaer Police Department along with other Law Enforcement, Fire, EMS and Health agencies joined ODMAP (Overdose Detection Mapping Application Program). ODMAP is a system designed to provide vital information to relevant stakeholders in real time. Spike alerts can be set-up to notify an agency by email, if the total overdoses in an area exceed a pre-determined threshold within a 24 hour period. Spike alerts can be established for an agency's own county, as well as nearby or neighboring counties. By establishing spike alerts for nearby counties, the program can serve as an early warning feature. If a spike in overdoses occurs in a neighboring area, officials can anticipate a spike in their area and prepare.

On October 1, 2020, the department did begin formally participating in Health Hub overdose and intervention services. The Health Hub, which is operated and maintained by Catholic Charities Care Coordination Services, is a single point of entry for individuals who have experienced a recent overdose and/or at risk of experiencing an overdose. Health Hub services include enhanced targeted outreach, crisis intervention, case-management, Ucare-coordination and harmreduction services.

In the last two years, this agency has averaged 58 involuntary mental health transports to the hospital. While an exact number is difficult to discern, it appears that the number of police calls that ended with a voluntary transport outnumbered the involuntary transports. We also have a satellite office for the Rensselaer County Mental Health Department. Some of the involuntary transports originate from here and we work closely with this office on a regular basis. For the past few years, we have utilized the Northern Rivers Mobile Crisis Team to assist when possible. Unfortunately, their hours of operation, resources and capabilities are all limited. If a person in crisis is a clear threat to themselves or others and refuses to seek treatment voluntarily, the officers must effect the arrest and have the person transported to Samaritan Hospital since there are no other entities with the ability to make an involuntary arrest. If a person is deemed not to be a threat to themselves or anyone else, they cannot be taken involuntarily and an alternative must be sought.

In order to streamline the process for officers to notify RCOMH of the specific need in a situation, our agency has teamed up with RCOMH and surrounding police agencies to create the Law Enforcement Mental Health Referral System (LEMHRS). This was modeled after the program created by Essex County and still involves a police response but incorporates a streamlined process for mental health officials to respond to a situation.

Another important question being asked is whether the police are appropriately equipped. More than anything, this is a question of whether certain equipment is excessive in nature. This agency does subscribe to the Federal 1033 program to acquire surplus military equipment. When many hear of this program they instantly think of weapons and heavily armored vehicles. The

Rensselaer Police Department is in possession of an armored Humvee, which is utilized mainly with the SSRT team. But this vehicle could also be utilized in a climate or natural disaster situation. The Humvee has no weapons or military electronics within the vehicle. We do not acquire weapons from this program. This program is more than just weapons and armored vehicles. The Federal 1033 program allows agencies to acquire “Non-Controlled Property” (also called General Property). This consists of common items that would be sold to the general public but offered to law enforcement first. Items such as office equipment, first aid kits/supplies, non-militarized vehicles, hand tools, computers and digital cameras, printers and copiers to name some of the available items. The vast majority of property issued to law enforcement agencies each year is non-controlled property. In 2019 for example, 92 percent of property issued was non-controlled.

While many citizens question police “tactical” equipment, our agency has been using our current equipment for decades. Tasers were introduced in 2005 and patrol rifles replaced the use of shotguns in 2010 after the I-90 shooting in Schodack N.Y. Some look at our bullet proof vest carriers as tactical/militarized but the carrier allows officers to carry additional equipment that would not fit on an officer’s duty belt. It also serves to alleviate the weight of equipment on a duty belt that creates back issues for officers over time. At this time, we believe the equipment being used is adequate for the needs our officers typically encounter.

Our agency has assisted other jurisdictions in crowd control but has only acted in a support capacity from the staging areas and command posts. Fortunately we have not had a need for such an operation in our jurisdiction. The Rensselaer Police Department supports the 1st Amendment rights of assembly and free speech but that it needs to be carefully monitored for an escalation to violence. If such an event began to escalate, it is our belief that our residents would hope it would be swiftly stopped before anyone is injured or property is damaged.

II. Employing Smart and Effective Policing Standards and Strategies

1. Procedural Justice and Community Policing

Procedural Justice and Restorative Justice are worthy goals upon which our agency seeks to improve.

Procedural Justice refers to the idea of fairness in the processes that resolve disputes and allocate resources. It is a concept that, when embraced, promotes positive organizational change and bolsters better relationships. Procedural justice speaks to four principles, often referred to as the four pillars: *Fairness* in the processes, *Transparency* in actions, opportunities for *Voice*, *Impartiality* in decision making. (COPS doj)

De-escalation training is aimed to have officers calmly communicate with agitated persons in order to defuse potentially dangerous situations, understand, manage and resolve a

person's issues. Officers have been or will be provided with that training and it is hoped that they learned how to slow down, create space and use communication techniques, whether it is with a complainant or suspect, to resolve problems with the minimal use of force. This will be monitored and followed up on with both maintenance training and use of force tracking.

Restorative Justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. It is best accomplished through cooperative processes that include all stakeholders. This can lead to transformation of people, relationships and communities. (Center for Justice & Reconciliation)

Diversion programs are another option for Restorative Justice that the police can offer. These programs have existed for a few years and have seen many success stories. There are a number of reasons why individuals commit crimes. All too often they are committing them because of a drug addiction. Rensselaer County has a drug diversion court specifically for offenders facing non-violent charges. These defendants have an opportunity to have the charges severely reduced or dismissed outright if they make positive and tangible steps toward treatment and recovery. For these drug cases police officers attempt to determine, either during the investigation or at the time of arrest, whether drug addiction was a contributing factor in the crime. If it can be determined as such, the officer will advise the arraigning judge of such so consideration can be made in referring the case to the Rensselaer County Court to be handled in the Drug Court. Only the judge has the discretion to make that referral but the judge has limited information and observation of the defendant to know if they could be a candidate for this program. Another option for this diversion would be Troy Regional Treatment Court- Opioid Part. Officers have a screening form that they fill out at the time of arrest and turn over to the court at the arraignment for this to be considered.

As mentioned, the Restorative Justice process needs to include all stakeholders. The Rensselaer Police Department participates with many stakeholders including the Rensselaer County Heroin Coalition. The coalition meets routinely and participates in many community wide events. The Coalition has five sub-groups that meet during breakout sessions to develop ideas and proposals within their realm of expertise and interest. They include Law Enforcement, Medical, Treatment and Harm Reduction, Community Education, Data, and Legislation.

We participate with Rensselaer Area Drug Awareness Reality Coalition (RADAR Coalition). RADAR's vision is for youth in the City of Rensselaer to live substance free. They believe that comprehensive community action is the answer to America's substance use problem. Our coalition is working to raise awareness of underage ATOD (alcohol, tobacco and other drugs) use and to provide substance abuse prevention and education resources. (RADAR)

The Rensselaer Police Department has been participating in a Virtual Criminal Justice/Behavioral Health Cross System Planning Collaboration. This Collaboration has been utilizing the Sequential Intercept Model (SIM). This model helps communities identify resources and gaps in services at each intercept and develop local strategic action plans. The SIM mapping process brings together leaders of different agencies and systems to work together to identify

strategies to divert people with mental and substance use disorders away from the justice system into treatment.

The purpose of this planning group is to identify resources and strategies for responding to the needs of adults with substance use disorders (particularly Opioid Use Disorder) who are involved, or at risk for involvement, in the criminal justice system in Rensselaer County, as well as gaps in services and supports that need to be addressed.

The Rensselaer Police Department and CPS workers work in partnership to determine the truthfulness of allegations and develop an appropriate criminal justice and child protective response. We assist each other with information, communication with the parties in the investigation, emotional support, and decision making.

Child abuse and neglect is a complex problem, and child protection is a challenging responsibility.

The purpose of the New York State Child Protective Services Act of 1973 is to encourage more complete reporting of child abuse and maltreatment, to provide for the swift and competent investigation of such reports, to protect children from further abuse and maltreatment, and to provide rehabilitative services [SSL §411].

The Rensselaer Police shares in the beliefs of the Child Protective Services federal and state philosophies, "A safe and permanent home and family is the best place for children to grow up." (Federal), "Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserve, rehabilitate or reunite families." (NYS)

The Rensselaer Police Department has developed policies and procedures governing Domestic Violence and Child Abuse response to ensure compliance with the NYS Family Court Act, Criminal Procedure Law, Penal Law, Social Services Law, Executive Law and United States Code. These policies and procedures ensure proper reporting practices to, and strong relationships with, the NYS Office of Children and Family Services, Child Protective Services and numerous other state and county agencies.

2. Community Policing

"The police are the public and... the public are the police" – Sir Robert Peele

Sir Robert Peele instituted this idea when establishing the first municipal police force in 1829. The overriding theme of his ideal for policing was the reinforcement that police officers are members of the community, first and foremost, and that the duty of maintaining order is shared by the police and public alike.

Community policing begins with a commitment to building trust and mutual respect between police and communities. It is critical to public safety to ensure that all stakeholders work together to address our nation's crime challenges. When police and communities collaborate, they more effectively address underlying issues, change negative behavioral patterns, and allocate resources. (COPS)

The Rensselaer Police Department has been actively engaging in Community Policing since March of 1996. Many large agencies have dedicated officer assignment to a Community Policing unit. For the Rensselaer Police Department it is not just a unit, it is a philosophy. The Community Policing philosophy has been an integral part of the Rensselaer Police Department.

Being a small department, we take this philosophy and adjust and adapt it. Officers perform park and walk patrols throughout the city. Officers assigned to different areas for patrol will park their patrol car and walk in different neighborhoods and areas. Officers have stopped to talk to residents and youth to make positive interactions with the community. Officers have been seen playing basketball, throwing baseballs and footballs with kids, and one officer may have even been caught dancing with a group of kids.

Again, this philosophy begins at the top with the Chief of Police. After becoming Chief, I walked different areas of the city weekly until COVID began. Again, due to the small size of our department, many functions are conducted on a part-time basis but we feel that they are important aspects of our community policing. We have part-time units for Bike Patrol, ATV Patrol, and Child Safety Seats. These are designed to interact with the community to foster trust and mutual respect. Members of the department also try to attend and/or participate in as many community activities as possible, such as community meetings, block parties, Trunk or Treat and similar events. The department hosted a National Night Out last year and participated in CDPHP Work Force Challenge with the Fire Department, Cops on Top, No Shave November, National Drug Take Back Days, Shop with a Cop and Law and Order with Applebee's.

Typically, officers will be in attendance to talk to youths about various safety topics and to talk to older residents about their concerns. Officers will visit the Rensselaer Boys and Girls Club and the Rensselaer Senior Center on a regular basis. This has proven to be very effective in keeping an open dialog with the members of the community. Members of the department have given presentations on many topics such as Scams and Frauds, Bicycle Safety, Halloween, Active Shooter Training, Stop the Bleed, Crime Prevention and Self Defense.

3. Schools

The Rensselaer Police Department has had one officer solely assigned as a School Resource Officer/DARE Officer going back to 1990. Although we have not had an officer assigned to the school continuously, when there wasn't a SRO/DARE officer, patrol officers were responsible to maintain a connection with students in our community. Our current SRO has been at the school for two years now. When the SRO is not available officers from patrol are assigned every school day to provide a presence at the public schools as students are arriving for the day. Throughout the day, officers are encouraged to visit the schools and have positive interactions with the youth. Disciplinary actions inside the schools are left to school administrators and the SRO/officers do not participate. This avoids minor infractions from having larger consequences than are warranted.

In October of 2019 the Rensselaer Police Department implemented the Handle with

Care program. The Handle with Care program was developed by the West Virginia Center for Children's Justice to prevent children's exposure to trauma, mitigate negative affects experienced by children's exposure to trauma, and to increase knowledge and awareness of this issue. The intent of the program is to promote safe and supportive homes, schools and communities that protect children. It supports children exposed to trauma and violence through improved communication and collaboration between law enforcement and schools. The ultimate goal of the Handle with Care program is to help students to succeed in school. The program provides the school district with a notification when a child has been identified at the scene of a traumatic event. Events include, but are not limited to: Domestic violence situations, motor vehicle accidents, shootings, witnessing a violent offense, police action and enforcement, or any event that may be perceived as traumatic. Pupil Personnel will then disseminate the Handle with Care notice to the appropriate person at each school building.

4. Policing Strategies

Public trust is a bank account that the police must keep a positive balance in. Every bad interaction is a withdrawal and every positive interaction is a deposit. While officers make deposits through the initiatives listed above, the agency must be cautious of which withdrawals are worth making. Strategies like "stop and frisk" and "pre-text stops" are not strategies that the Rensselaer Police believe in as a general philosophy. Supervisory and administrative personnel at our agency are watchful for these encounters happening and have addressed officers appearing to use these strategies and ceasing such activity. Similarly, supervisory personnel are watchful for any activity of officers that could be perceived as being based on racial or ethnic profiling. If found, an internal affairs investigation would be commenced into the officer to determine if there is something intentional or unintentional happening. This investigation would help to identify any wrong doing, policy and procedure deficiencies or training gaps.

5. Traffic

The primary goals of traffic enforcement are to promote public safety and encourage continuous compliance with traffic laws through education and deterrence to reduce crashes and enhance public safety on our roads and highways.

Traffic stops are the most common interaction a citizen will have with the police. For some, it may be the only contact they will have with law enforcement. These experiences influence the citizens' perception of the police and the entire department. A common complaint against officers during traffic stops is that the officer was rude. Officers must realize that a traffic stop is not perceived as an enjoyable experience for any driver so it is vital they are professional each time.

Our agency offers no rewards for the issuance of tickets nor does it demand that officers meet any quotas or minimums. Sometimes officers feel an advisement will serve better to educate a driver and other times, the officer may feel a traffic ticket is necessary to modify the driver's behavior. This decision is left solely to the discretion of the officer.

6. Community Engagement

One of the more important endeavors for a police department is community engagement. An open line of communication and being a part of the community is crucial in building the trust between the citizens and the police department. While community policing focuses on the police interacting with citizens, community engagement focuses on citizens interacting with the police. This leads them to have a connection with the police department to address the current needs of the public. Both topics have a shared goal but offer different objectives towards reaching that goal.

Over the years, we have instituted Neighborhood Watch programs which would not only provide more vigilance in the community, but would allow community members to have some control over how the police handle issues in these neighborhoods. Most were formed due to ongoing issues within the neighborhood. Once formed the Neighborhood Watch program was usually instrumental in curtailing the ongoing issues. Currently no neighborhoods have enough interest from the residents for an active program. We are always willing to assist with the formation of a new program if the interest is there. The Chief always makes time to meet with individuals to hear their concerns, advise on the legal options and discuss possible remedies.

Historically, the community residents have expressed concern over quality of life issues. Things like vehicles speeding or running stop signs in certain areas, ATV's annoying, children playing in the streets, loud music complaints and thefts from parked cars. The Chief has always had the philosophy that dealing with quality of life issues is just as important as dealing with reports of criminal activity, traffic accidents and other elements of policing. The Rensselaer Police department started to become active with Social Media. A social media presence is essential for today's police departments. It will allow for the department to communicate important announcements to the community and to receive tips on criminal investigations. It is our goal to enhance our social media usage so the public can expect to receive accurate information

In 2005, the Albany office of the U.S. Committee on Refugees and Immigrants welcomed 30 Refugees to the region. In 2007, more than 200 moved to Albany, Rensselaer, and other communities in the Capital Region. The U.S. Committee on Refugees started taking in more refugees specifically Afghan and Iraqi people. Others came from Ethiopia, Eritrea, Rwanda and Bhutan, but the Burmese people were by far the largest number of refugees welcomed in the Capital Region and specifically Rensselaer.

Over the course of time the Burmese community has struggled with a language barrier when having contact with the Rensselaer Police. Language barriers create confusion when dealing with the police, so the Rensselaer Police have implemented the use of a company called Language Line Services as part of our Limited English Proficiency Policy. The Language Line allows for

the Rensselaer Police to have access to an interpreter via phone 24 hours 7 days a week for better communications.

III. Fostering Community-Oriented Leadership, Culture and Accountability

1. Leadership and Culture

Management is doing things right; leadership is doing the right thing." --
Peter F. Drucker

As mentioned before the "The purpose of law enforcement in a free society is to promote public safety and uphold the rule of law so that individual liberties may flourish. It is the role of the Chief of Police to lead their department towards this purpose. The Chief must forge relationships with the officers and the community to be clear with the direction of the department.

The Rensselaer Police Department fosters a culture where all individuals are treated equally. Our community members come from a wide range of socio-economic statuses, races, ethnicities, genders and religions. All are regarded with the same level of respect they deserve.

It is expected that the administration and supervisors will address any members appearing to favor one group over another, even inadvertently

Instituting our culture starts in the hiring process. We seek officers that are service-minded and understand the way we operate. Candidates are evaluated for their acceptance to this culture and are not considered for hiring if it appears they would have difficulty adapting. This is easiest when speaking with lateral transfer candidates as they have already been police officers and should be able to demonstrate their agreement through past experiences. For new hires we rely on a rigorous background investigation into past employment to determine whether a candidate will be a fit for our department. We have found that this helps officers in establishing a rapport with members of the community.

The public support our agency enjoys has taken decades to build but can only take a moment to destroy. Being keenly aware of that fact keeps our membership striving each day to bring the best service possible.

2. Tracking and Reviewing Use of Force and Identifying Misconduct

Use of Force

Given the nature of this industry, there is no shortage of opportunities for something to go differently than we would like. Accountability in our agency is as important as in any other. To help maintain that, four marked police vehicles have been equipped with dashboard cameras since 2017. They have used external microphones to capture what is said by both the officer and the citizen. Many interactions with our public take place in front of or near the front of a patrol car so these are very helpful in getting a good perspective on what took place. The cost of these cameras installed was approximately \$30,000. Patrol cameras begin recording 30 sec before activated which allows administrators to pull video if there was a suspected incident, even if the officer hadn't activated the "save" feature. The recording is saved automatically if an officer activates their emergency lights or siren, or the vehicle detects a crash. The officer also has the capability of activating the save feature either from the base unit or remotely from their wireless microphone, which is required when involved in certain circumstances as dictated by department policy. Saved videos are retained according to New York State Archive regulations, as laid out in MU-1, based on how the officer labeled the saved portion. Shift supervisors can review the saved videos to confirm that officers are not only employing safe and legal techniques but also complying with department policy and taking all efforts to create relationships with the public. Officers and supervisors have no way of deleting any videos that are created which increases the accountability this equipment affords.

Use of force is the greatest risk to creating bad relations with the public, harm to suspects and officers and liability for any police agency. Policy, training and culture must align and force should be reserved only for instances where it is absolutely necessary. As an accredited agency, our policies have been developed, reviewed often and updated when necessary. As mentioned earlier, we utilize the services of Lexipol. As laws, case law, accreditation standards and best practices change, such as NY's Say Their Name Legislation, NYS DCJS Model Policies and Accreditation Standards, our policies are updated to reflect these changes. Following the passage of the Say Their Name legislative package, the policy was updated to reflect the new applicable laws though many of the items had already been in the policy for years. Firearms and Defensive Tactics training have conformed to these changes and have included elements of policy training to ensure that.

Officers are trained annually in Defensive Tactics, and the use of Tasers and pepper spray. Taser training includes safe handling, justification for deployment and safety considerations during a deployment. The risk of a subject being injured either by the Taser itself, or the subsequent fall is fully covered. Pepper spray training is less intensive but urges careful consideration prior to deployment due to the inherent risks. Above all, an emphasis is placed on de-escalating a situation without needing to use these tools.

Over the last 5 years, our agency has had 56 incidents where force was used on a subject; an average of 11 every year out of tens of thousands of citizen contacts. Pepper spray was used on 3 individuals and Tasers were used 9 times, both in a five year period. All other subjects were

restrained through the use of hands only. In January 2003 the department revised its policy requiring any time an officer puts their hands on a suspect in a use of force situation it must be reported.

Each time a use of force is reported, the incident undergoes a review by the shift supervisor, Deputy Chief and Chief. Then, quarterly a Use of Force panel reviews all incidents. The panel includes, a patrol officer, supervisor, Defensive Tactics Instructor, Firearms Instructor, Taser Instructor and pepper spray Instructor depending on availability. Through this process, it is hoped that a determination could be made of whether force was necessary, only the necessary force was used according to policy and training, and if there was anything the officer could have done differently to avoid the use of force. By having an independent review by each of these members, any violations of policy, training or departmental culture will be noted. Administrators and supervisors can also identify red flags, such as one officer having an inordinately high number of force incidents, which can be used to investigate further to determine if corrective action is needed.

Executive Law §837-t has required police departments to report certain uses of force since July 11th, 2019 which the Commissioner of NYS DCJS uses to publish an annual report. Our agency has been compliant with that and will voluntarily publish the use of force statistics on the department website, along with the policy, beginning in 2021. We believe this helps boost transparency for the members of our community.

3. Use of Force Policy

The most important component of any police department regulating the use of force is policy. Policy must dictate the expectations for officers and prohibit certain actions which have been found to be ineffective, illegal, or dangerous.

Chokeholds are only authorized as Use of Force when deadly force is justified. Further, officers are trained on how to avoid positional asphyxia and signs of excited delirium, which are both leading causes of death while in police custody.

For decades, the departmental policy has included a provision for shooting at or from motor vehicles. Considering how rarely this is actually effective, officers should only be discharging their firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others. Shooting at a vehicle in an attempt to disable it is strictly prohibited.

Vehicle pursuits are highly reviewed in our department. While not explicitly banned, officers are trained on the inherent risks and are urged to discontinue any pursuit at their own judgment based on the facts present in that situation. Supervisors and other officers working at the time are empowered to order a pursuit to be terminated if the pursuing officer can't justify continuing it. Obviously, pursuits of vehicles for more serious offenses will be given more latitude but not without careful consideration of the risks and constant communication from the pursuing officer

regarding the conditions present at that time. Our policy specifically states that no officer can be disciplined for calling off any pursuit. We want our officers to err on the side of safety.

The Shared Services Response Team is the SWAT team and is considered a use of force resource. It is made up of officers from the Shared Services agencies. A Chief's panel of the participating agencies provides oversight over the team, following strict policies and guidelines. High risk warrants may be executed by this team if certain conditions exist. The Police Chief and Team Leader work together using a Risk Assessment Matrix to ensure certain criteria are met before a decision is made to deploy the team. There is no prohibition on the execution of "no-knock warrants" but team leadership has generally opted to "surround and call out" rather than entering a property unannounced. There are several reasons for this but the safety of all parties involved is the biggest concern and the decision to enter unannounced is not taken lightly.

Each year, all members of the agency undergo performance evaluations by their immediate supervisor using formalized standards to gauge the member's attitude, demeanor, dependability, initiative, judgment, job knowledge, communication and relations with others. When screening officers for a promotion, their annual evaluations are only a part of the evidence used to make a final determination. They are also scrutinized over whether they had proactively sought opportunities to conduct community policing, whether they have shown leadership abilities on serious calls, their knowledge of legal procedures and, most importantly, whether they have demonstrated their understanding and commitment to the Rensselaer Police institutional culture. The front line supervisor is a tremendously important role in a department's culture because they have first-hand knowledge of what the officers are doing and get regular briefings from the administration on what is expected. They, more than any other rank, have direct control over instilling the expected standards in the officers.

As with any organization, it is expected that members adhere to the policies, guidelines, values and culture that are set by the leadership. For a variety of reasons, sometimes, employees fail to uphold these standards. What is important is the identification of these incidents and addressing them with the officer to ensure that they are not habitual issues and that the officer understands what is expected.

4. Internal Accountability for Misconduct

"I said this to the Knapp Commission over 25 years ago... We must create an atmosphere where the crooked cop fears the honest cop, and not the other way around" — Frank Serpico

Most complaints about officers received by the department are not related to use of force but rather the citizen's perception of the officer's attitude. Often, these are found to be misunderstandings but there are instances of officers either letting emotions take control of their judgment or saying something that may not have violated rules but was inappropriate, nonetheless. In any event, it is a failure on the officer's part to effectively communicate with someone they serve.

There are several ways for a citizen to initiate the complaint process at our agency: a phone call, an email through the department website or a station visit. Members of the community use each of these methods routinely and receive a timely response which builds the trust that all complaints will be heard in a timely fashion.

When there is a question over an officer's conduct or attitude, citizens are directed to either a supervisor or administrator, usually the Chief of Police or Det. Sergeant. Through active listening and acceptance of criticism, our agency has been able to handle most complaints over the last 5 years without the situation being elevated beyond the initial conversation. Citizens are advised of the formal complaint process and are invited to document their complaint using standardized paperwork. Since most complaints were categorized as the least serious variety, the conversation satisfied the complainant. In rarer instances, they expressed a desire to go further and full investigations were conducted. All complaints are investigated even if the complainant was satisfied with just a conversation, the conduct in question could be addressed with the officer. By contrast, over the course of those same 5 years, the number of verbal complaints far outweighed by the number of instances of positive feedback.

Being a small police department is a major benefit when it comes to management and dealing with complaints. Unlike larger departments, our Chief of Police is typically the point of contact for grievances. This affords the Chief the opportunity to keep abreast of what the officers on patrol are doing in their interactions with the community. If a supervisor handles a complaint, the Chief is notified. Using the Chief as a repository for that knowledge assures that officers with multiple complaints will be dealt with accordingly. For that same reason, the Chief easily can enact change in the organization and instill the agency's values in the officers.

The department's size also enables the Chief to be aware of and review any "sentinel" events. Counseling may be an outcome if policy was violated but informal training may be used as a method of correction if there was no such violation. In most instances, the issue at hand is not one of malice, rather, it is typically a misunderstanding of department policy or practices. The goal is to correct an officer's behavior and that can be best accomplished through training for minor, first time incidents. If there are similar incidents following that, the Chief would be aware of it and would elevate the department's response to the conduct.

After a final determination is made on a complaint, an analysis is conducted on whether department policy needs to be updated. Though the officer may not have violated policy in the situation, it may have highlighted a gap in the policy that could be addressed with an update. The complainant is advised of the outcome to the extent possible considering privacy protections on workplace discipline. Their input is taken into serious consideration when determining what course of disciplinary action will be taken, if any. This can be a simple counseling session with the officer, formal counseling, training being assigned, formal discipline or termination. The frequency of the officer's improper actions and severity of the violations are major factors in this decision.

Officer conduct is not only being scrutinized by members of the public and Supervisory staff; fellow officers hold high standards and expect their co-workers to do the same. When an

officer perceives that another officer did something inappropriate, departmental policy dictates that they use the chain of command to report that incident. This duty to report has been in the policy for a number of years and allows a Supervisor to address the conduct if it is a minor violation. For more serious violations, the Supervisor is to notify the Chief for a proper investigation to be launched.

It is understood that an officer's actions off-duty could be just as detrimental to the organization as when they are on-duty, especially if it negatively affects the public and their profession is known. While an individual's actions cannot be controlled when they are not working, the agency culture is that we as police officers are held to a higher standard on and off duty and all employees are expected to act in an exemplary manner when not in uniform. This includes their use of social media.

The Rensselaer Police Department purchased new software for several different functions. One of the software's is an Early Warning System. Early Warning Systems help supervisors identify these officers, intervene with them, and monitor their subsequent performance. An early warning system is a data-based police management tool designed to identify officers whose behavior is problematic and provide a form of intervention to correct that performance.

5. Citizen Oversight and other external accountability

The Rensselaer Police Department is overseen by the Board of Public Safety. This board is comprised of the elected positions of Mayor, City Clerk, City Treasurer and two council members. The Board of Public safety and is the appointing authority for the police department. Problematic officers erode the public trust and harm the relationships with our and the community. If an officer's actions are found to warrant disciplinary action, the Board of Public Safety and city labor attorney are consulted. This affords the Board of Public Safety the opportunity to review the matter and provide oversight on the process to ensure that it is not only appropriate but that it follows legal guidelines. The board is a part of the discipline grievance process. The process can include a demand for arbitration. Any disciplinary action regarding alleged misconduct needs to follow established procedure to have the desired and most effective impact.

6. Data, Technology and Transparency

Data drives law enforcement responses and future planning. Our agency relies on computer programs to compile data based on the criteria needed at the time. All calls for service are entered into a Computer Aided Dispatch (CAD) program and all reports are done in Spectrum Justice Services (SJS) which is a records management program. Both have been in use since 2006 and 2008 respectively, providing a very comprehensive database. Traffic tickets and motor vehicle accident reports are completed using NYS's Traffic and Criminal Software (TraCS), and have been since 2014.

The department uses all available data to focus policing strategies. Crime trends, locations of crimes or traffic collisions, times of day, etc., are used to identify recurring themes that could be mitigated through more concentrated deterrence patrol or enforcement.

When researching crime trends, it is important to distinguish the difference between crimes where deterrence was possible versus those that are unlikely to be deterred. For example, an increased police presence is not going to affect domestic violence incidents, computer crimes such as fraud, or crimes of passion. Crime trends are constantly being monitored for spikes at a particular location or with particular groups. There are currently no such spikes being found so focused deterrence is not possible.

The programs currently being used do not have search functions where race, gender, or other identifying characteristics can be used as parameters. Our agency uses the limited search fields to monitor for trends in crimes, incident types and locations, only. This is fruitful in determining when police presence should be increased in a certain area versus another.

Arrests, even low-level offenses, are tracked on a spreadsheet which contains race, ethnicity, age and gender as reported by the arrestee. This is very helpful in tracking the demographics of arrests and is evaluated throughout the year. Any disparity seen in those totals could indicate a departmental failure to employ proper procedural justice methods and would be immediately addressed.

While the collection of the driver's personal identifying characteristics on traffic stops could be helpful in identifying any disparities in enforcement, it would be difficult to maintain using the software currently in use. It would rely on the officers making such identification since driver's license data does not contain race and gender may not be accurately noted for a variety of reasons. This agency has inquired with the TRACS IT personnel to try and have this capability.

Making all of this data available to the public creates transparency and enables citizens to decide for themselves whether the police department is upholding their ideals. This is updated in January of each year and includes the aggregate data for the previous calendar year. Each month, the Chief provides the Mayor with a report of the previous month's activity. This is a public record and subject to FOIL if a resident wishes to have it. Beginning this year this data should be published on the website as well to make it more easily available.

The topic of body-worn cameras (BWCs) has frequently come up over the past several years. The cost was the biggest reason not to acquire them. The costs of the cameras are reasonable but the storage needed for the video is the major expense. One of the biggest reasons for acquiring the current in-car dash system we have now is the ability to add body cameras down the road. Due to the cost of this type of equipment, we must do this in stages over many budget cycles. It is our hope to add the in-car dash camera to all vehicles and then add body cameras.

Our department does not employ any "high risk" technologies, such as facial recognition data mining tools, geofencing tools or resource allocation tools. While it would be financially

difficult to obtain these systems, they have not been considered due to the lack of need for them and their reported unreliability. On rare occasions, outside entities have been requested to help with some of these functions but results have been cautiously examined for accuracy prior to being used further in the investigation.

IV. Recruiting and Supporting Excellent Personnel

1. Recruiting a Diverse Workforce

Like all local agencies in Rensselaer County, our department uses the Civil Service system for hiring new police officers. This system creates fairness in the process and ensures that all candidates, regardless of their demographic, share an equal opportunity for employment. Lateral transfer hires are chosen from a pool of interested candidates who have submitted resumes

The hiring process is designed to ensure that the best candidates are chosen to be members of our agency. The NYS Civil Service Process operates under the rule of three. In short we can only hire candidates that are in the top 3 of the civil service list. There have been instances of minority candidates fitting the need for diversity and they have been hired and then they lateraled to different agencies.

In order to maintain the high standards that our agency has, there is a background investigation process for both new and lateral transfer candidates. Every candidate shall undergo a thorough background investigation to verify his /her personal integrity and high ethical standards and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Rensselaer Police Department.

Lateral transfer backgrounds include reviewing personnel files and any available internal affairs records from previous employers. Any past disciplinary action is typically a cause for disqualification of the candidate. This practice has enabled our department to maintain a professional staff that subscribes to our department's culture and serves the community as the community expects.

2. Training and Continuing Education

Training is an immensely important foundation in a properly functioning police department. Through the process of determining what reforms are necessary at our agency, the question of training was highly analyzed. While all officers have completed their initial training at the police academy and have received the minimum number of hours each year per accreditation, including the mandatory annual training sessions, our agency attempts to offer as much training as possible within the confines of the budget and staffing.

Our agency is very active at the Zone 5 Regional Law Enforcement Training Academy. Our members assist in providing instruction for the Police Officer Basic School and receive training on specialized topics. With involvement in the Board of Directors and Advisory Board, our administrative staff play an active role in overseeing how training is conducted and ensuring that training is appropriate.

New hires, who have never been police officers before, are sent to the Zone 5 Regional Law Enforcement Training Academy. The 6 month academy follows all NYS Municipal Police Training Council guidelines and curriculum. The curriculum is evaluated each session for any relevant topics that may not be required but would provide benefit to the recruits and the public they will be serving. While the academy is designed as a paramilitary organization and has a rigid structure, it is only done to the extent necessary. Mental and physical discipline are essential to maintaining accountability and professionalism in this industry. These are instituted first at the academy which is the most important and formative part of a police officer's career.

Our agency encourages officers to maintain that discipline throughout their career. The academy balances the need for discipline with the need for community service through various outreach opportunities. This hinders the development of a "warrior" mentality, which would follow the officer for years, and instills the desired mindset.

Upon graduation from the academy, these new officers go through the departmental field training program for minimum a of 3 months. This on-the-job training has them shadowing a qualified senior officer first and then taking the role of the primary officer on calls for service while being evaluated by that senior officer. Lateral transfer candidates are put through the same field training but do not require such a long training period as they should already have a firm understanding of the fundamentals. Both types of new hire are evaluated for safety, knowledge, adherence to department policy and commitment to our culture of service. The length of the training varies for each officer and depends mostly on whether they feel they are ready. Officers are only allowed to be released from field training when the Chief, Deputy Chief and Sergeants feel the officer has demonstrated competency and confidence in their skills.

Continuing education is vital in any police department. This agency has utilized roll call training programs where shift supervisors would provide short blocks of instruction on a variety of topics from police procedure and tactics to department policy. Through Lexipol there is monthly training each officer is required to take on the policies themselves. As a part of our reform, our agency has subscribed to the online training program offered by PoliceOne Academy, the industry leader in training. From the expansive library of training topics to being able to track course completion online, the process will be streamlined which guarantees training will happen as assigned as well as allowing officers to take courses at their own initiative.

During the development process for this Plan, our department evaluated current continuing education and what more could be done to improve on services. Several areas were identified and these were initiated immediately.

In the first months of 2021 our officers will receive training in De-escalation and Implicit Bias Awareness, neither of which were previously available. Our agency sent two officers to an

instructors train the trainer course in late 2020 for Principled Policing, which focuses on crime prevention through positive interactions with the public and community outreach. It is believed that this will enhance our agency's ability to perform community outreach and modify our practices as we learn about the community's needs.

To further build on our ability to serve persons in crisis, our agency has coordinated with the Rensselaer County Office of Mental Health to set up an Emotionally Distressed Person Response Team training. This training is designed to teach police officers how to effectively communicate with persons in crisis, remove the stigma of the situation, avoid criminalization and maintain safety for all parties involved. While designed for dealing with persons in crisis, the fundamentals are applicable to a variety of other volatile situations and persons in need.

Our agency is able to ensure that all training is based on the most up-to-date materials and meet the needs of our community. This is accomplished through the standardization of training among the Shared Services and frequent refresher courses for police trainers. All police training is intended to be high quality and meaningful. The reality, however, is that administrators often don't have a metric to determine whether it was or not. To effectively measure the efficacy of training, our agency has implemented a post-training performance evaluation process. It is hoped that this will not only confirm that training was received properly, but will also identify weak points in the training which can be used to adjust the training materials and/ or presentation.

It is believed that the new training initiatives and modifications will increase the knowledge base and competency of our officers, allowing them to best serve our community.

As part of the Collective Bargaining Agreement the city and union believe that continuing education and the pursuit of college courses is very important. Officers are encouraged to take courses and \$8,000 each budget year is set aside for this endeavor. Many officers have taken advantage of this opportunity.

3. Support Officer Wellness and Well-Being

"In the United States we do a great job of hiring strong, brave, upright men and women, only to retire them as burned-out shells of their former selves." – Dr. Kevin Gilmartin

Law enforcement is inherently a physically and emotionally dangerous profession. Members face different risks and stressors depending on their assignments. Emotional survival, however, is often overlooked and the mental health of officers is rarely talked about. There are several reasons for this ranging from stigma to strong personality traits inherent in police officers.

An officer's mental wellness directly impacts their ability to effectively control themselves when faced with stressful situations on the street. This can lead to citizen complaints and excessive force. Officers are given a psychological exam upon being hired but that is limited

to their life up to that moment. Following that, they go through years of taking on stress and compartmentalizing their negative emotions as a defense. There are only so many compartments available so healthy coping mechanisms must exist. Unfortunately, far too many police officers fail to recognize the importance of these mechanisms and don't effectively deal with their emotions. Living with post-traumatic stress disorder becomes a way of life for most police officers.

When there is a critical incident that our officers respond to, a crisis intervention team is used to have a stress debriefing. Rensselaer County has a team of volunteers who conduct these and they have been found to be extremely useful in helping members cope with traumatic events.

The Chief of Police has been an advocate for Officer Wellness. In 2014 the chief attended Traumas of Law Enforcement Training sponsored by Concerns of Police Survivors and Trauma Resources and Unified Management Assistance sponsored by NYS DCJS. Since then other officers have attended the training and will continue in the future. The Bureau of Justice Assistance-Valor for Blue program offers training seminars to all levels of leadership. The agency plans to participate in such training in 2021. In 2018 the Chief attended Critical Incident Stress Management training and became a member of the Rensselaer County Debriefing Team.

COVID-19 temporarily suspended most in person training but on-line training has continued.

In 2015 the Chief of Police was instrumental in convincing the City of Rensselaer to engage in an Employee Assistance Program. It is his belief that there must be an avenue for officers to take if they have issues within their own life. An Employee Assistance Program (EAP) is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAP address' a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. EAP counselors also work in a consultative role with managers and supervisors to address employee and organizational challenges and needs. Many EAP's are active in helping organizations prevent and cope with workplace violence, trauma, and other emergency response situations.

V. Stakeholder Meetings

During the research process for drafting this Plan, the Chief met with various stakeholders to gain valuable input on what each saw as deficiencies or shortcomings in the service our agency provides.

Shared Services- The Chiefs of the Shared Services agencies met several times each month during the drafting of this Plan. While each agency is unique, many of the challenges are shared so the Chiefs worked very closely in drafting a plan for each respective agency.

Chiefs discussed each topic, shared ideas on improvement, and laid the framework for some of these improvements to be implemented together.

Rensselaer County Office of Mental Health- As previously discussed, multiple available resources were discussed as well as the creation of the LEMHRS program.

Rensselaer County District Attorney's Office- The District Attorney made the following recommendations:

- a) Recommended the use of roll call training to improve on officers' skills. This has been in place at this agency and will be continuing.
- b) In order to improve relations with youth, the recommendation was made for an Explorer program to be started. This is too costly and time consuming for small agencies to do individually but is a topic of discussion for the Shared Services to do jointly.
- c) Recommended obtaining accredited status from the State and utilize a company to assist in managing policy and compliance with the accreditation standards.(Our agency has been accredited since 1992 and we utilize the services of Lexipol, as previously discussed.)
- d) Recommended a School Resource Officer being placed in the schools to assist with outreach to the community's youth. (Or agency currently has an SRO as previously discussed.)
- e) Recommended De-escalation training. (This will be implemented with all members in January of 2021.)

Rensselaer County Public Defender's Office- the Shared Services reached out to the Public Defender's office and received now response from their office.

Public Stakeholders- The Chief, City Mayor and City Council members will meet with a diverse group from the community to hear about issues they and their neighbors have seen, as well as ideas on improvement.

James Frankoski	Chief of Police
Warren Famiglietti	Deputy Chief
Michael Stammel	Mayor
Bryan Leahey	Councilperson
Eric Endres	Councilperson
Matthew Spath	Police Union
Kenneth Newman	Pastor New Hope Family Life Center
Sarah Granger	City Resident
Lavon Tae Armwood	City Resident
Alexandra Buitron	Rensselaer Boys & Girls Club
Heather Staszak	Rensselaer City School Social Worker
Hnin OO	City Resident

VI. Conclusion/Recommendations

What We Do

- Trunk or Treat
- National Night Out
- CDPHP Work Force Challenge with the Fire Department,
- Cops on Top,
- No Shave November,
- National Drug Take Back Days,
- Shop with a Cop
- Law and Order with Applebee's.
- Provide Presentations in many topics such as,
 - Scams and Frauds,
 - Bicycle Safety, Halloween,
 - Active Shooter Training,
 - Stop the Bleed, Crime Prevention and Self Defense.

What's New/Who We're Becoming

The research and drafting phases for this plan brought several issues to light that our agency to improve upon and we are committed to making those changes. They are:

- 1) Institute de-escalation training - De-escalation training includes not just de-escalating another person in a volatile situation but also yourself. This is very important in calming a situation and solving the problem at hand. All members will received a minimum of two hour training on this topic which will be continued annually and will be built upon with related training initiatives throughout the year. As soon as COVID restrictions allow, group training will be added.
- 2) Institute implicit bias awareness training (to be completed 1st quarter of 2021) - All humans have intrinsic bias and recognizing that allows a person to use caution in how they are portraying themselves to another person. Failure to do this could be detrimental in calming a situation in order to solve the problem at hand. All members received the initial one hour training which will be continued annually. Additionally, each member received another hour of training on Anti-Bias for Law Enforcement. Any available related training topics will also be provided.

- 3) Continue to provide EDPRT training to all officers- This training teaches officers how to effectively communicate with persons in crisis and bring a situation to a successful conclusion where they can be referred to the appropriate resources. Due to limited availability of the training, only a few members can attend each session so it will take some time to get all officers to this. The goal is to have all members trained through an incremental phasing-in which has already started.
- 4) Increase participation in Diversion Programs- Diversion programs offer defendants an opportunity to avoid the criminal justice system if they are willing to participate in remedial programs. Our agency participates in available drug courts but needs to improve on the screening process in order to make more possible referrals. This will be monitored for efficacy and may be modified as circumstances dictate.
- 5) Implement LEMHRS with the Shared Services- As discussed in section I (2) of this Plan, the LEMHRS program will allow officers to make immediate referrals of cases for appropriate services from the R.C. Office of Mental Health. Implementation of this program is not anticipated to be a protracted process but there are several things that need to happen before this program can go live. The Shared Services has empaneled a team to discuss what this should look like and it is expected to be in place by June, 2021.
- 6) Begin to utilize an Early Warning System recently purchased by this department.
- 7) Institute a post-training performance evaluation process- Post-training performance evaluation gauges how well a training topic was retained by an officer.
- 8) Post monthly report to website - Transparency is key and the community should have the opportunity to know what their police department is doing. To provide this information to the community easily, a monthly report of total calls, arrests and traffic accidents will be added to the department website in 2021. This will continue to be updated each month for public review.
- 9) City of Rensselaer to investigate interpretation services so members of the Burmese community can attend city meetings.
- 10) RPD to inquire with vendors to translate written information in English to Burmese.
- 11) Creating a mailing/flyer/pamphlet written in both English and Burmese to distribute to the community explaining the police process and what to expect when calling or encountering the police.

- 12) City of Rensselaer should develop a public forum with city officials and the Burmese community members to talk about the issues.

Through these efforts, we expect our agency to be more transparent and effective in serving our residents. We will continue to monitor to ensure the needs of the community continue to be met. As changes in society occur our agency needs to have the ability to recognize and adjust to these changes

Over the course of several decades, the members of the Rensselaer Police Department have established a high commitment and dedication to the City of Rensselaer and continue to build on that to treat all citizens with respect and serve all parties to the best of our ability. This agency is committed to being transparent to bring trust to the community.

References

In preparation for this draft, the Shared Services Chief's panel met and collaborated together as mentioned. Portions of the draft will be utilized by all departments of the Shared Services.

COPS <https://cops.usdoj.gov/aboutcops>

COPS <https://cops.usdoj.gov/procdceduraljustice>

RADAR <http://radar-coalition.ny-biz.co/page12>

Rensselaer County Heroin Coalition <https://www.rensco.com/departments/public-health/rensselaer-county-heroin-coalition/>

Jeremiah Mosteller, Americans for Prosperity <https://www.charleskochinstitute.org/issue-areas/criminal-justice-policing-reform/role-of-police-in-america/>

Basic Composition of Traffic Enforcement: <https://www.criminaljusticedegree.com/basic-composition-of-traffic-enforcement/>

Center for Justice & Reconciliation: <http://restorativejustice.org/restorative-justice/about-restorative-justice/tutorial-intro-to-restorative-justice/#sthash.EY1MeAUY.dpbs>

#2

By Alderperson:

ENDRES

Seconded by Alderperson:

**RESOLUTION AUTHORIZING AGREEMENT WITH FLEX FINANCIAL,
A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF FIRE
FIGHTING APPARATUS AND MAINTENANCE CONTRACT - FIRE
DEPARTMENT**

WHEREAS, the Fire Department desires to utilize the services of Flex Financial, a Division of Stryker Sales, LLC, for the purchase of needed firefighting apparatus, commonly known as "Thumpers", and the maintenance thereof, at a total cost prorated over three (3) years of \$42,361.50, all as per the attached proposed agreement, and the City of Rensselaer Board of Public Safety having approved and recommended such purchase, and the City Comptroller having indicated that sufficient funding exists in the current budget for the subject purchase, and the approval of such agreement appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the Agreement,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the Agreement with Flex Financial, a Division of Stryker Sales, LLC is hereby approved, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this day of March, 2021

Corporation Counsel

Approved by:

Mayor



March 11, 2021

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution™ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_M

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

STRYKER CORPORATION

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

CITY OF RENSSELAER
PURCHASING DEPARTMENT
STATEMENT OF SOLE SOURCE JUSTIFICATION

I, WILLIAM F. BROOKING, JR. / ASSISTANT FIRE CHIEF, attest that STRYKER
(Dept. Head Name, Title, and Dept) (Vendor Name)
is the sole source vendor for the following equipment or services NEW LUXAS CHEST COMPRESSION SYSTEM
(Item)

The department has solicited quotes/bids for the above equipment from vendors in similar fields. These vendors responded with a "no quote/no bid" because they were unable to provide the equipment/service to their knowledge. STRYKER is the only company that can
(Selected vendor)

Supply this equipment/service.

I certify the above is true and accurate and as such I request that this vendor be approved and designated as the sole source for the above named equipment/service and waive bidding.

Date: 03/11/2021

Department Head Signature: W. F. Brookings, Jr.

Print Name and Title: WILLIAM F. BROOKING, JR. / ASSISTANT FIRE CHIEF

Additional Reason for Sole Source Selection:

#3

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE BUILDING AND CODE ENFORCEMENT DEPARTMENT BUDGET - COMPTROLLER

Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$614.00 from the Contractual Services line to the Clothing Allowance line, and such transfer having been approved by the City Comptroller,

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:

Account No.	Description	Amount
A.3620.7440	Contractual Services	\$614.00
A.3620.7440	TOTAL	\$614.00

TO:

Account No.	Description	Amount
A.3620.7193	Clothing Allowance	\$614.00
A.3620.7193	TOTAL	\$614.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
This _____ day of March, 2021

Corporation Counsel

Mayor

TSS Printing & Trophies
1139 Cental Ave
NY 12205

Invoice

Date	Invoice #
3/2/2021	60

Bill To
City of Rensselaer

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
QUOTE			3/2/2021			

Quantity	Item Code	Description	Price Each	Amount
3	Hoodie	1/4 zip 3xl black	29.95	89.85
2	Hoodie	1/4 zip 2xl black	29.95	59.90
5	shirts	black polo 3xl	39.95	199.75
4	shirts	black polo 2xl	39.95	159.80
1	Jacket	jacket black with city logo 3xl	52.00	52.00
1	Jacket	jacket black with city logo	52.00	52.00
		Sales Tax	8.00%	0.00

Phone #

915-1107

E-mail

infoprint@tssprinting.com

Total

\$613.30

#4

By Alderperson : COUNCIL AS A WHOLE
 Seconded by Alderperson : _____

A RESOLUTION APPROVING CHANGE OF TRAFFIC AND PARKING SIGNAGE IN FRONT OF CITY HALL - OFFICE OF THE CITY ENGINEER

WHEREAS, the Common Council of the City of Rensselaer has been working with the City Engineer for over the last two years in conducting an extensive Traffic and Parking Signage Study throughout the City, and the City Engineer has now submitted a detailed recommendation, a copy of which is attached hereto, to the Common Council of certain proposed changes to the City signage and parking patterns in front of City Hall so as to better serve the City residents, and

WHEREAS, the Common Council of the City of Rensselaer is further advised that the Mayor, Police Chief and DPW Commissioner all concur in the proposed signage changes, and

WHEREAS, such proposed signage changes appear appropriate as to form and effect, and a Public Hearing having been conducted so as to consider public comments on such proposed signage changes, and good cause appearing therefore,

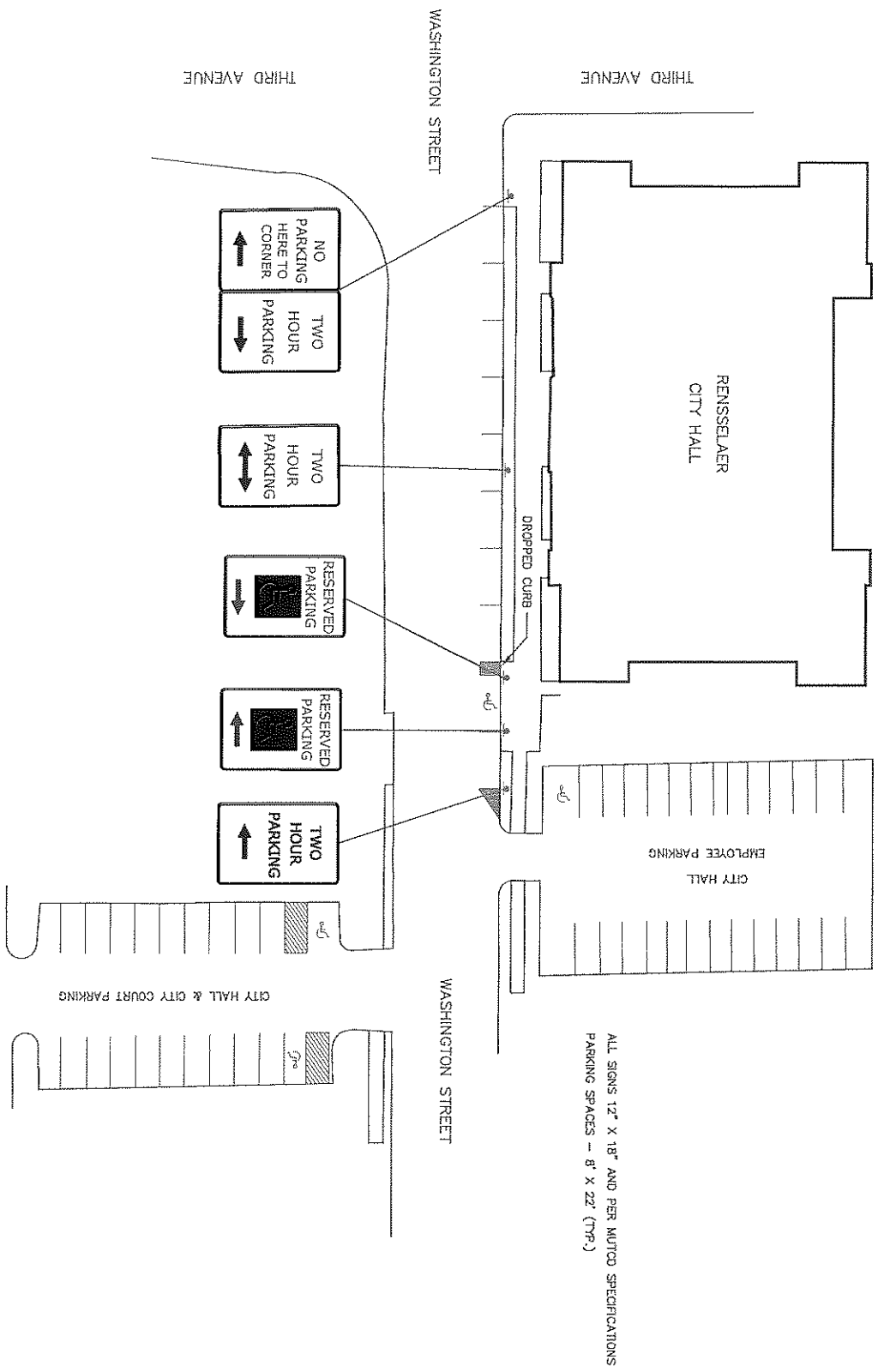
NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the attached traffic and signage changes recommended by the City Engineer.

Approved as to form and sufficiency
 this _____ day of March, 2021

 Corporation Counsel

 Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				



#5

Sponsored By: _____

2nd By: _____

STATE OF NEW YORK
City of Rensselaer
County of Rensselaer

In the Matter of the Granting of a Cable Television Franchise Held by **Spectrum Northeast, LLC** in the **City of Rensselaer, County of Rensselaer**, New York

RESOLUTION

An application has been duly made to the Common Council of the **City of Rensselaer, County of Rensselaer**, New York, by **Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 20 Century Hill Drive, Latham, NY 12110, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission.

The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the City of Rensselaer, New York on March 17, 2021 at 6:30 P.M. and notice of the hearing was published in the Troy Record on March __, 2021.

NOW, THEREFORE, the Common Council of the City of Rensselaer finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Common Council of the **City of Rensselaer** hereby grants the cable television franchise of Spectrum Northeast, LLC and the **City of Rensselaer** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED that the Common Council of the **City of Rensselaer** hereby confirms acceptance of this franchise renewal agreement.

The foregoing having received a _____ vote was thereby declared adopted.

Dated: March ___, 2021.

City of Rensselaer Clerk

Approved as to form and sufficiency this
_____ day of March, 2021

Corporation Counsel

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	<u> </u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Result				

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the City of Rensselaer, New York, hereinafter referred to as the “**Grantor**” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “**Grantee**.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension,

maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees

required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were

caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise

shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Hon. Michael Stammel
Mayor, City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

Grantee: Kevin Egan
Director, Government Affairs
20 Century Hill Drive
Latham, NY 12110

Email: Kevin.Egan@Charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW, Suite 400W
Washington, DC 2000

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Rensselaer

Signature:_____

Name/Title:_____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature:_____

Name/Title: _____

#6

By Alderperson:

Casey

Seconded by Alderperson:

**A RESOLUTION FOR A PUBLIC HEARING RELATIVE TO THE 2020 NEW YORK
STATE OFFICE OF COMMUNITY RENEWAL COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

WHEREAS, the New York State Office of Community Renewal, which administers the Community Development Block Grant Program (CDBG), has announced the opportunity for communities to submit applications for the 2020 CDBG Program for funding for projects that benefit low and moderate income persons that address and resolve a specific community or economic development need within one of the following areas: (1) Housing, (2) Economic Development, (3) Public Infrastructure, (4) Public Facilities, and (5) Planning Activities with the principal purpose of benefitting low/moderate income persons, and

WHEREAS, participation in the CDBG Program requires the holding of a public hearing to allow members of the public to identify and comment on the overall needs and priorities of the community and to help identify possible projects for inclusion in an application for funding under the 2020 CDBG Program.

NOW, THEREFORE BE IT RESOLVED, that a public hearing will be held before the Common Council of the City of Rensselaer, New York at 6:30 p.m. in City Hall, 62 Washington Street, Rensselaer, New York 12144 on the 7th day of April, 2021 at which time and place all persons interested in the above subject matter will be heard. The City Clerk is directed to publish the attached required Notice.

Approved as to form and sufficiency
this 17th day of April, 2021.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

So Approved.

Mayor

LEGAL NOTICE

Notice of Public Hearing

The City of Rensselaer

The City of Rensselaer will hold a public hearing on April 7th, 2021 at 6:30pm at City Hall, located at 62 Washington St, Rensselaer, New York 12144 for the purpose of hearing public comments on the City of Rensselaer's community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2020 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately \$500,000 for the 2020 program year for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

Rensselaer City Hall is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact Amy Lolik, Grants Administrator at least one week in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to Amy Lolik at 518-462-4839 and/or amy.lolik@rensselaerny.gov until April 6th date to receive comments.