

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
January 23, 2020
6:00 P.M.**

Pledge of Allegiance
Roll Call
Approval of Minutes
Public Forum

LOCAL LAWS

ORDINANCES

1. Ordinance Transferring Funds Within The Special Grants Fund Budget (Council President Mantello) (At The Request Of The Administration)
2. Ordinance Amending The Capital Projects Fund Budget (Council President Mantello) (At The Request Of The Administration)
3. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)
4. Ordinance Amending The Capital Projects Fund And General Fund Budgets (Council President Mantello) (At The Request Of The Administration)
5. Ordinance Amending The 2020 General Fund Budget To Accept Funds From The New York State Division Of Criminal Justice Services For The Purpose Of Gun Involved Violence Elimination (Council President Mantello) (At The Request Of The Administration)
6. Ordinance To Accept Funds From The U.S. Department Of Justice - FY19 Edward Byrne Memorial Justice Assistance Grant And Amend The 2020 General Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)
7. Ordinance To Accept Funds From The US Department Of Justice Office Of Violence Against Women As A Subrecipient And Amend The 2020 General Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)
8. Ordinance To Accept Funds From The NYS Division Of Homeland Security And Emergency Services Tactical Team Targeted Grant Program And Amend The 2020 Special Revenue Fund Budget To Appropriate Funds (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

18. Resolution Authorizing Execution Of Quitclaim Deed To TRIP For Parcel Of Land On Rensselaer Street (Council President Mantello) (At The Request Of The Administration)

19. Resolution Authorizing Execution Of Quitclaim Deed To TRIP For Parcel Of Land Adjoining Lots 38 And 39 On Eighth Street (Council President Mantello) (At The Request Of The Administration)

20. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello)

21. Resolution Authorizing The Mayor To Enter Into An Organization Resolution And Agreement For A Credit Card Program (Council President Mantello) (At The Request Of The Administration)

22. Resolution Proclaiming February 2020 Black History Month In The City Of Troy, New York (Council President Mantello, Council Member Gulli, Council Member Ashe-McPherson, Council Member Steele, Council Member Cummings, Council Member Zalewski, Council Member McDermott)

**ORDINANCE TRANSFERRING FUNDS WITHIN THE SPECIAL GRANTS FUND
BUDGET**

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

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

January 2020 Budget Transfers – CDBG

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

Schedule A

ORD#1

January 2020 Budget Transfers – CDBG

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
CDBG	CD.2017.0400.2000.3021	Lansingburgh Reinvestment	711,782.55	(26,868.11)	684,914.44
CDBG	CD.2018.0400.2000.3014	South Troy Reinvestment	1,260,453.64	26,868.11	1,287,321.75
Net Impact On Special Grants Fund				<u>0.00</u>	

* Or as previously amended

**CDBG/ESG/HOME ADMINISTRATIVE TRANSFER
CITY OF TROY, NEW YORK**

FROM

TO

BUREAU: Housing & Community Development
CONTRACTUAL EXPENSE.CDBG
ACCT. NAME: PROG.LANSING TARGET AREA

ACCT. NO: CD.2017.0400.2000.3021

Housing & Community Development
CONTRACTUAL EXPENSE.CDBG
PROG.SO TROY REINVESTMENT AREA

CD.2018.0400.2000.3014

CURRENT APPROPRIATION:	\$ <u>711,782.55</u>	\$ <u>1,260,453.64</u>
AMOUNT ENCUMBERED:	\$ <u>684,914.44</u>	\$ <u>1,206,600.47</u>
AMOUNT TO BE TRANSFERRED:	\$ <u>26,868.11</u>	\$ <u>26,868.11</u>
REVISED APPROPRIATION:	\$ <u>684,914.44</u>	\$ <u>1,287,321.75</u>

NEW ACCOUNT: Y OR N

A. PURPOSE OF TRANSFER: (BE SPECIFIC) Funds being moved to similar newer year project

B. SOURCE OF FUNDS: (1) BUDGET ITEM DELETED OR EXPENSE AVOIDED: N/A

(2) EXTENT OF THIS DELETION ON DEPARTMENT'S FUNCTION: N/A

REQUESTED BY: Carolyn Skaptoshak
DEPARTMENT HEAD

12/10/19
DATE

UNENCUMBERED FUNDS AVAILABLE:
AVAILABLE: YES _____ NO _____

CITY COUNCIL APPROVAL: _____

DATE: _____

DATE: _____

AUDITED: _____
CITY AUDITOR

CITY COMPTROLLER

DATE: _____

APPROVED: _____ DISAPPROVED: _____

MAYOR

Department of Housing & Community Development

Account Transfers (CDBG PROGRAM)

Account Type	ACCOUNT #	ACTIVITY NAME	CURRENT ACCOUNT APPROPRIATION	TRANSFER OUT	TRANSFER IN	REVISED ACCOUNT APPROPRIATION	DESCRIPTION
CDBG	CD.2017.0400.2000.3021	CONTRACTUAL EXPENSE.CDBG PROG.LANSING TARGERT AREA	\$711,782.55	(\$26,868.11)		\$684,914.44	Funds being moved to similar newer year project
CDBG	CD.2018.0400.2000.3014	CONTRACTUAL EXPENSE.CDBG PROG.SO TROY REINVESTMENT AREA	\$1,260,453.64		\$26,868.11	\$1,287,321.75	



Andrew Piotrowski

Patrick Madden

City Comptroller

Mayor

Memo

To: Andrew Piotrowski, Deputy Comptroller
 From: Carolin Skriptshak, Community Development Program Supervisor
 Date: 12/10/2019
 Re: Transfer of HOME Funds from like account to like account

A Resolution transferring \$26,868.11 of unused Lansingburgh Reinvestment Project funds From the 2017 program fund year and reallocating into the South Troy Reinvestment project Into the 2018 Program funded year.

PRESENT LAW: The City Council had approved a \$50,000.00 transfer of unused Solar funds from the 2015-2016 program year back in September 2018 to complete the street paving on 112th Street as part of the Lansingburgh Reinvestment Project.

PURPOSE:
 The Lansingburgh Project is completed and closed out and these remaining funds will be used to Complete the South Troy Reinvestment Project

FISCAL IMPACT: No negative impact on the City general fund or on City programs/projects is expected because the proposed transfers will provide additional federal funds in the place of City funds for public infrastructure and neighborhood improvements in low/mod income areas.

ORDINANCE AMENDING THE CAPITAL PROJECTS FUND BUDGET

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

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

February 2020 Budget Amendments – CSO

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

This ordinance amends the budget for the CSO project based on the bond resolutions passed by prior City Councils. In reviewing the account it was discovered that the actual accounting records were never amended to reflect the approvals.

Schedule A

ORD#2

February 2020 Budget Amendments – CSO

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
Seawall	H.0000.5731.0612.0000	BANs Redeemed	0.00	<u>27,784,993.00</u>	27,784,993.00
Total Capital Projects Fund Budget Revenue Increase				<u>27,784,993.00</u>	
Expenditures					
CSO Project	H.1620.0200.0624.0000	Equipment & Capital Outlay	4,295,068.00	<u>27,784,993.00</u>	32,080,061.00
Total Capital Projects Fund Budget Expenditure Increase				<u>27,784,993.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

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

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

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

February 2020 Budget Transfer(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

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

1. A transfer within the Engineering Department for temporary salaries for a temporary city employee to oversee the Siemens energy project that is ongoing. The monies are from the deferred hiring of the City Engineer.
2. A transfer within the Parking Department for the purchase of a new license plate reader.
3. A transfer within the City Clerk and City Auditor's department to reflect part-time employees being paid out of the correct account code.
4. A transfer from the Parking Department and the Contingency in order to fund a full-time position to oversee the department.

Schedule A

ORD#3

February 2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Engineering	A.1440.0101.0000.0000	Permanent Salaries	264,395.00	(12,500.00)	251,895.00	1
Engineering	A.1440.0102.0000.0000	Temporary Salaries	0.00	12,500.00	12,500.00	1
Parking	A.3320.0102.0000.0000	Temporary Salaries	120,000.00	(7,500.00)	112,500.00	2
Parking	A.3320.0203.0000.0000	Other Equipment	0.00	7,500.00	7,500.00	2
Auditor	A.1320.0101.0000.0000	Permanent Salaries	17,547.00	(17,547.00)	0.00	3
Auditor	A.1320.0102.0000.0000	Temporary Salaries	0.00	17,547.00	17,547.00	3
City Clerk	A.1410.0101.0000.0000	Permanent Salaries	135,699.00	(15,000.00)	120,699.00	3
City Clerk	A.1410.0102.0000.0000	Temporary Salaries	12,000.00	15,000.00	27,000.00	3
Parking	A.3320.0101.0000.0000	Permanent Salaries	0.00	48,540.00	48,540.00	4
Parking	A.3320.0102.0000.0000	Temporary Salaries	120,000.00	(22,500.00)	97,500.00	4
Parking	A.3320.0806.0000.0000	Social Security	9,180.00	1,993.00	11,173.00	4
Contingency	A.1990.0418.0000.0000	Contingency	957,075.00	(28,033.00)	929,042.00	4
Net Impact On General Fund			<u>0.00</u>			

* Or as previously amended

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

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

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

February 2020 Budget Amendments – Golf Equipment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

The total cost of golf equipment within the 2020 Capital Plan is approximately \$700 higher than anticipated. The funding is being provided for within the Golf Course's operating budget for 2020.

Schedule A

ORD#4

February 2020 Budget Amendments – Golf Equipment

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
General Fund					
Expenditures					
Golf Course	A.7180.0303.2420.0000	Other Material & Supplies - Golf Course	70,000.00	(700.00)	69,300.00
Interfund Transfers	A.9950.0900.0000.0000	Interfund Transfers	80,000.00	<u>700.00</u>	80,700.00
Net Impact On General Fund				<u>0.00</u>	
Capital Projects Fund					
Revenues					
2020 Capital Plan - Golf Equipment	H.0000.5031.0665.0000	Interfund Transfers	0.00	<u>700.00</u>	700.00
Total Capital Projects Fund Budget Revenue Increase				<u>700.00</u>	
Expenditures					
2020 Capital Plan - Golf Equipment	H.7110.0202.0665.0000	Equipment	126,000.00	<u>700.00</u>	126,700.00
Total Capital Projects Fund Budget Expenditure Increase				<u>700.00</u>	
Net Impact On Capital Projects Fund				<u>0.00</u>	

* Or as previously amended

ORDINANCE AMENDING THE 2020 GENERAL FUND BUDGET TO ACCEPT FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE PURPOSE OF GUN INVOLVED VIOLENCE ELIMINATION

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

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

February 2020 Budget Amendments – GIVE Grant

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

The Police Department will receive grant funding from the NYS Division of Criminal Justice Services for the purpose of Gun Involved Violence Elimination (GIVE). The GIVE initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE. The grant period is from July 1, 2019 through June 30, 2020. The amount of this budget amendment is the remaining amount available for the grant period.

Schedule A

ORD#5

February 2020 Budget Amendments – GIVE Grant

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Revenues					
State Aid	A.3000.3389.1100.0000	GIVE Grant	0.00	130,156.00	130,156.00
Federal Aid	A.3000.4960.1100.0000	GIVE Grant	90,244.00	(90,244.00)	0.00
Expenditures					
Police	A.3120.0101.1100.0000	Permanent Salaries	9,810,243.00	67,288.00	9,877,531.00
Police	A.3120.0103.1100.0000	Overtime - GIVE Grant	50,265.00	(8,387.00)	41,878.00
Police	A.3120.0409.1100.0000	Consultant Services - GIVE Grant	0.00	19,490.00	19,490.00
Police	A.3120.0409.0416.0000	Consultant Services - GIVE Grant	38,479.00	(38,479.00)	0.00
Net Impact On General Fund				0.00	

* Or as previously amended



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Troy City Police Department	Date: June 6, 2019
Program Name: GIVE (2019-2020)	Award Amount ⁴⁵ : \$189,665
Signatory Name and Title: Brian Owens Chief	Term Dates: July 1, 2019 through June 30, 2020
Email: Brian.Owens@troyny.gov	Project ID No.: GV19-1044-D00
SFS Vendor ID No.: 1000002394	Contract No.: C484681
<p>Congratulations on your 2019-20 award for the DCJS Gun Involved Violence Elimination (GIVE) initiative.</p> <p>Your DCJS Grants Representative will be contacting you shortly to review any remaining contract requirements. Please note that prompt completion of this step will facilitate timely execution of your contract.</p> <p>DCJS is pleased to be able to provide your agency with this funding and we look forward to working with you in our continued efforts to maintain New York's standing as the safest large state in the nation.</p>	
<p>The award amount listed above is contingent on the availability of state funds. If you have any questions about this award, please contact:</p> <p style="text-align: center;">Dave Martin Public Safety Grants Representative 3 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-9607 or David.Martin@DCJS.NY.GOV</p>	

⁴⁵ Contingent upon available funding and execution of the contract and approval of the Attorney General and the Office of the State Comptroller.

TOTAL TRAVEL & TRAINING	\$1,500	\$1,000
COUNTY PROBATION TOTAL	\$92,969	\$92,469
COUNTY GRAND TOTAL -	\$424,087	\$422,587

**ORDINANCE TO ACCEPT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE -
FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND
AMEND THE 2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS**

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

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

**Public Safety - Police
FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
2020 Expenses**

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

To accept funds of \$30,231 from the U.S. Department of Justice JAG Program for the purpose of activities as defined in the attached grant agreement. The grant period is from October 1, 2018 through September 30, 2022. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2020. Should funding remain unspent, such funds and appropriations of the grant will be re-allocated in the 2021 City Budget.

Schedule A

ORD#6

Public Safety - Police

FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2020 Expenses

2020 Budget Amendment

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>General Fund</u>			
Revenue			
A.3000.4389.0107 U.S. Department of Justice JAG Program	\$46,247.00	\$30,231.00	\$76,478.00
Total Revenue Increase		<u>\$30,231.00</u>	
Expenditures			
A.3120.0103.0107 Overtime - JAG Program	\$46,247.00	\$30,231.00	\$76,478.00
Total Expenditures Increase		<u>\$30,231.00</u>	

*Or as previously amended



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Troy 1776 Sixth Avenue Troy, NY 12180-3406	4. AWARD NUMBER: 2019-DJ-BX-0066	
	5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
	6. AWARD DATE 09/26/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 146002473	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 086955077	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE City of Troy (NY) FY2019 BJA Edward Byrne Memorial Justice Assistance Grant Project	10. AMOUNT OF THIS AWARD \$ 30,231	
	11. TOTAL AWARD \$ 30,231	

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
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16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Patrick Madden Mayor
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-8-19
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES									21. UDJUGT1040
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT		
X	B	DJ	80	00	00		30231		



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2019

The Honorable Patrick Madden
City of Troy
1776 Sixth Avenue
Troy, NY 12180-3406

Dear Mayor Madden:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$30,231 for City of Troy.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Ania Dobrzanska, Program Manager at (202) 598-7476; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 26, 2019

The Honorable Patrick Madden
City of Troy
1776 Sixth Avenue
Troy, NY 12180-3406

Dear Mayor Madden:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

**ORDINANCE TO ACCEPT FUNDS FROM THE US DEPARTMENT OF JUSTICE
OFFICE OF VIOLENCE AGAINST WOMEN AS A SUBRECIPIENT AND AMEND
THE 2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS**

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

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

**Public Safety – Police
OVW – Improving Criminal Justice Responses Program**

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

To accept funds of \$192,768 and appropriate such funds from the U.S. Department of Justice Office of Violence Against Women Improving Criminal Justice Responses Program. The City of Troy is a subrecipient of this grant and has entered into a subaward agreement with Unity House of Troy, Inc. Unity House of Troy, Inc. is the pass through entity of this award. These funds are to be utilized for the purpose ensuring that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law. The grant period is from October 1, 2019 through September 30, 2022. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2020. Should funding remain unspent, such funds and appropriations of the grant will be re-allocated in the 2021 City Budget.

Schedule A

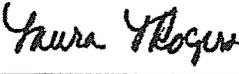
ORD#7

Public Safety - Police OVW - Improving Criminal Justice Responses Program

2020 Budget Amendment

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>General Fund</u>			
Revenue			
A.3000.4960.1101 Violence Against Women	\$0.00	\$61,304.00	\$61,304.00
Total General Fund Revenue Increase		<u>\$61,304.00</u>	
Expenditures			
A.3120.0101 Police - Salaries	\$9,810,243.00	\$28,970.00	\$9,839,213.00
A.3120.0103.1101 Police - Overtime - Violence Against Women	\$0.00	\$28,000.00	\$28,000.00
A.3120.0203.1101 Police - Other Equipment - Violence Against Women	\$0.00	\$1,000.00	\$1,000.00
A.3120.0411.1101 Police - Travel - Violence Against Women	\$0.00	\$3,334.00	\$3,334.00
Total General Fund Expenditure Increase		<u>\$61,304.00</u>	

*Or as previously amended

 U.S. Department of Justice Office on Violence Against Women		Grant		PAGE 1 OF 13
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Unity House of Troy, Incorporated 2431 Sixth Avenue Troy, NY 12180-2227		4. AWARD NUMBER: 2019-WE-AX-0008 5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022		
2a. GRANTEE IRS/VENDOR NO. 232378930		6. AWARD DATE 09/17/2019		7. ACTION Initial
2b. GRANTEE DUNS NO. 826403339		8. SUPPLEMENT NUMBER 00		
3. PROJECT TITLE Coordinated Criminal Justice and Service Supports for Survivors of Domestic/Dating Violence, Sexual Assault, and Stalking in Rensselaer County, New York		9. PREVIOUS AWARD AMOUNT 50		
		10. AMOUNT OF THIS AWARD 5 500,000		
		11. TOTAL AWARD 5 500,000		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. §§ 10461 – 10465 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laura L. Rogers Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Christopher Burke Chief Executive Officer		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 9/19/2019
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A W4 29 00 00 500000		21. W419D00030		

OJP FORM 4000/Z (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/Z (REV. 4-88)

SUBAWARD AGREEMENT
 between
UNITY HOUSE OF TROY, INC.
 and
TROY POLICE DEPARTMENT,
CITY OF TROY, NEW YORK

Subrecipient's unique entity identifier (DUNS Number):

Federal/State Award Identification (Prime Award): FY2019 Improving Criminal Justice Responses Grant Program

Federal/State Award Identification Number (FAIN): 2019-WE-AX-0008

Subaward Number: UH378-2019-02

Federal/State Award Date: September 17, 2019

Subaward Period of Performance Start and End Date: 10/1/2019-9/30/2022

Amount of Federal/State Funds Obligated by this Action by Unity House to the Subrecipient (Subrecipient will be reimbursed based on actual, documented, allowable expenditures):
\$192,768

Total Amount of Federal/State Funds Obligated to the Subrecipient by Unity House Including the Current Obligation: \$192,768

Total Amount of the Federal/State Award Committed to the Subrecipient by Unity House: \$0

Federal/State Award Project Description: The FY2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging jurisdictions to work collaboratively with community partners to identify problems and share ideas that will result in effective responses to these crimes. An integral component of this program is the creation and enhancement of a coordinated community response that brings together criminal justice agencies, victim service providers, and community organizations that respond to sexual assault, domestic violence, dating violence, and stalking.

Name of Federal/State awarding agency (Prime Sponsor): United States Department of Justice, Office on Violence against Women

Name of Pass-through entity, and contact information for awarding official of the Pass-through entity:

Christopher Burke
 Chief Executive Officer
 Unity House of Troy, Inc.
 2431 Sixth Avenue
 Troy, NY 12180
 518-274-2607

CFDA Number and Name: 16.590 – Improving Criminal Justice Responses Grant Program also known as the Arrest Program

Subrecipient's indirect cost rate/de minimis rate for the Federal/State Pass-through award: 10.0%

Unity House of Troy, Inc., (Unity House), enters into this Subaward (Agreement) with the Troy Police Department (Subrecipient), for the conduct of certain Work, upon the following terms and conditions and Exhibits as required, attached, which are incorporated herein for all purposes.

1. Statement of Work. Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A (Work).

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2. Budget. The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work. Any proposed change in the allocation of funds should get prior approval from Unity House.
 3. Improving Criminal Justice Responses Program (Prime Award) and attachments. (Exhibit C). The Subrecipient is required to abide by all pertinent clauses of the prime award agreement and attachments (Exhibit Ca: Prime Award, Exhibit Cb: Program Solicitation, and Exhibit Cc: Project Narrative).
 4. Business Associates Agreement. In cases where Subrecipient needs access to Unity House confidential data, Subrecipient must execute a Business Associates Agreement (Exhibit D).
 5. Period of Performance. The period of performance is specified above. Extensions of the Period of Performance require the prior written approval of Unity House, and must be requested at least 120 days prior to the end of the subaward period.
 6. Key Personnel. Subrecipient's performance under this Agreement shall be under the direction of Subrecipient project supervisor, who is considered essential to the Work. Substitutions or substantial changes in grant funded personnel's level of effort will be only for compelling reasons and with the prior written approval of Unity House.
 7. Independent Contractor. Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between Unity House and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Unity House shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
 8. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
 9. Licensing. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the Unity House is providing funding under this Agreement, Unity House may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to Unity House.
10. Estimated Cost. The total estimated cost of performing the Work is \$192,768. In no event shall Unity House be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total estimated cost unless this Agreement is modified in writing in accordance with Article 25, "Changes."

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11. Allowable Costs. The allowability of costs under this Agreement shall be determined in accordance with a) the cost principles applicable to the Subrecipient, and b) the terms of this Agreement.
12. Vouchering. The Subrecipient shall submit vouchers to, and for approval by, Unity House on a monthly basis, by the 15th of the following month. In order to be eligible for reimbursement, vouchers shall be for allowable, approved costs incurred in accordance with the terms of this Agreement and shall display expenses for reimbursement by budget category pursuant to Exhibit B. Vouchers must be accompanied by sufficient documentation, as specified in Exhibit B. Unity House must be in receipt of all vouchers under this Agreement, including the final voucher (marked "FINAL"), no later than 15 days after the termination of this Agreement or the vouchers may not be honored by Unity House. An authorized representative of the Subrecipient shall certify on each voucher that the costs are the actual costs as recorded in Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

If the Subrecipient estimates that they will not be able to fully expense the funds awarded to them by this agreement, they should notify Unity House as soon as possible, but no later than 120 days before the end of the subaward period. Unity House will work with the Subrecipient to adjust the budget and if necessary will request a budget modification to reallocate the funds.

13. Payment. Payment for allowable, approved expenses shall be made upon receipt of voucher. Payment shall be contingent upon the availability of funding from the Prime Sponsor (funding agency) under the Prime Agreement. In the event that Unity House learns that it will be unable to make payment to the Subrecipient because funding from the Prime Sponsor is cancelled or withdrawn, it must give the Subrecipient prompt notice of such information, and the Subrecipient will have the option to cease work but will not otherwise seek recovery against Unity House. Payment is also contingent upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. The final payment under this Agreement shall be made upon receipt by Unity House of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing Unity House for amounts paid the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of this Agreement may result in the withholding of payment and/or immediate termination.

If any disagreement about billing arises which cannot be resolved between the Subrecipient and the Unity House Accounting Manager, the Unity House Assistant Director of Finance and pertinent Unity House Program Director will assist. If further clarification is needed, the matter will be presented to the contract representative for the funding agency (Prime Sponsor). If necessary, the Unity House Director of Finance and the Unity House Chief Executive Officer will be consulted.

14. Monitoring. Unity House will make periodic monitoring visits to the Subrecipient to examine program and fiscal records. The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

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- 14.1 Records providing a full description of each activity undertaken;
- 14.2 Records demonstrating that each activity undertaken meets the requirements of the Prime Sponsor;
- 14.3 Records required to determine the eligibility of activities;
- 14.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved.

Unity House will give the Subrecipient notice before making a visit. Unity House will inform the Subrecipient of any concerns or findings, and assist the Subrecipient to devise and implement corrective action if necessary.

15. Audit. Unity House, the funding agency, or their duly authorized representatives shall, until three years (unless otherwise specified by Prime Award) after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice Unity House or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken, shall continue until such appeals, litigation, claims, or exceptions are disposed of.
16. Compliance Program. Subcontractor will participate, in good faith and as appropriate, in our Compliance Program. Any questions should be directed to the Unity House Authorized Representative for Compliance (see Contact Information section below for details). Compliance documents are located at <https://www.unityhouseny.org/about/compliance>.
17. Conflict of Interest and Whistleblower Policies. Subcontractor will provide copies of their Conflict of Interest policies for board and staff as well as their whistleblower policy.
18. Reports. Subrecipient shall furnish reports of findings and progress made under this Agreement in accordance with the following schedule:
- | <u>Report Type</u> | <u>Due Date</u> | <u>Deliver To</u> |
|--------------------|---------------------------|---|
| Program | 01/15/2020 | Unity House Authorized Rep. for Grant Matters* |
| | 07/15/2020 | Unity House Authorized Rep. for Grant Matters* |
| | 01/15/2021 | Unity House Authorized Rep. for Grant Matters* |
| | 07/15/2021 | Unity House Authorized Rep. for Grant Matters* |
| | 01/14/2022 | Unity House Authorized Rep. for Grant Matters* |
| | 07/15/2022 | Unity House Authorized Rep. for Grant Matters* |
| Fiscal | 10/14/2022 | Unity House Authorized Rep. for Grant Matters* |
| | 15 th of Month | Unity House Authorized Rep. for Fiscal Matters* |
- *See Contact Information section below for details.
19. Special Conditions. The Subrecipient agrees to abide by all applicable special conditions as specified by Prime Sponsor in the Prime Award (Appendix C).

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20. General Conditions. In addition to the specific clauses of this Agreement, the Subrecipient shall comply with all Federal/State/local laws and regulations applicable to the Work being performed under this Agreement. The Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, OVW's implementing regulations at 28 CFR Part 90, the attached Notice of Funds Availability for the program, other program directives, Executive Orders and any other applicable Federal or State requirements.

Other applicable Federal/State requirements with which the Subrecipient must comply include, but are not limited to:

- 20.1 For Federal Awards: 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") and 24 CFR part 87 ("New Restrictions on Lobbying").
- 20.2 The Subrecipient must comply with the confidentiality and privacy requirements under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), and all applicable Federal, State, and local laws regarding privacy and confidentiality of health-related information. Confidentiality requirements are described in further detail in the NOFA (Attachment C.a of Exhibit C).
- 20.3 Managing Federal Credit Programs. The Subrecipient certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in the repayment of any federal debt as defined by OMB Circular A-129.
- 20.4 Civil Rights and Equal Employment. The Subrecipient shall comply with all federal, state, and local laws prohibiting workplace discrimination, including those listed below. For more information, visit the U.S. Equal Employment Opportunity Commission website (<https://www.eeoc.gov/>) or the NYS Attorney General's website (<https://ag.ny.gov/civil-rights/employment-discrimination-laws>).
- 20.4.1 The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- 20.4.2 The Subrecipient shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed

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(religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- 20.4.3 At the request of the contracting agency, the Subrecipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- 20.4.4 The Subrecipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest.
- 20.4.5 The Subrecipient will include the provisions listed above in EEO sections .1 through .4. in every subcontract in such a manner that the requirements will be binding upon each subcontractor as to work in connection with the contract.
- 20.5 Debarment and Suspension. The Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20.6 Audits of States, Local Governments, and Non-Profit Organizations. By signing this Agreement, Subrecipient represents that it complies with the requirements of OMB Circular A-133. Subrecipient must submit a letter of notification as required by Section 320(e)2, unless a reporting package as required by Section 320(C) is necessary because there were findings and questioned costs relating to federal awards Unity House provided. The notification or the reporting package (if required) must be submitted within nine months after the end of the audit period. Subrecipient further agrees to permit access by duly authorized representatives of Unity House or the Prime Sponsor to Subrecipient's records and financial statements as necessary to ensure compliance pursuant to this clause.
21. Assignment. The Subrecipient may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Unity House, except as expressly allowed in the approved award.
22. Termination. Unity House may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the

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Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Prime sponsor guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to Unity House of reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by Unity House.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either Unity House or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, Unity House determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Unity House may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, UH may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

23. General Release. Subrecipient's acceptance of payment of the final voucher under this Agreement shall release Unity House from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Unity House.
24. Use of Name. Neither the Subrecipient nor Unity House shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party. This restriction shall not apply to publicly available documents available that identify the existence of the agreement.
25. Changes. By mutual agreement, the Subrecipient and Unity House may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and Unity House.
26. Indemnification. Subrecipient shall hold Unity House harmless from and shall indemnify Unity House for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subrecipient or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subrecipient shall indemnify, save and hold harmless Unity House and the Federal or State government and its

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representatives against any liability resulting from any willful or intentional violation by the Subrecipient arising out of any services performed under this Agreement.

27. Insurance Requirements. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Unity House may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:
- a. Workers' compensation in amounts no less than required by law;
 - b. Employer's Liability Insurance with a limit of \$1,000,000;
 - c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
 - d. Abuse and molestation insurance with a limit of \$1,000,000 per claim;
 - e. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
 - f. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Unity House as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide Unity House with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Unity House shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Unity House pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Unity House immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Unity House pursuant to this Agreement shall be deemed a material breach of this Agreement and Unity House shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

In the event that the Subrecipient were to lack the insurance required by this section at any time while this Agreement is in effect and a third party brings a claim against Unity House that would have been covered by such insurance, the Subrecipient shall indemnify and hold Unity House harmless for all liabilities, losses, and expenses (including attorney's fees) arising out of such claim and Unity House's defense of such claim.

28. Equipment. In accordance with Prime Sponsor requirements, except for equipment defined as Government Furnished Equipment, the Subrecipient will retain title to all equipment purchased under this Agreement. For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the Subrecipient for financial statement purposes or \$5,000. The Subrecipient agrees to maintain sufficient records for accountability.

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29. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
30. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuits arising from or incident to this Agreement.
31. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
32. Entire Agreement. This Agreement constitutes the entire agreement between Unity House and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Unity House and the Subrecipient with respect to this Agreement.

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Contact Information.Program matters.

For Subrecipient: Brian Owens
Chief of Police
Troy Police Department
1700 6th Avenue
Troy, NY 12180
Phone: (518) 270-4421
Email: brian.owens@troyny.org

For Unity House: Tabitha Dunn
Service Director
Unity House of Troy, Inc.
Unity House Domestic Violence Services
2431 Sixth Avenue / 504 Broadway
Troy, NY 12180
Phone: (518) 272-5917
Fax: (518) 272-5752
Email: Tdunn@UnityHouseNY.org

Grant administration matters.

For Subrecipient: Brian Owens
Chief of Police
Troy Police Department
1700 6th Avenue
Troy, NY 12180
Phone: (518) 270-4421
Email: brian.owens@troyny.gov

For Unity House: Grants & Contracts Department*
Unity House of Troy, Inc.
2431 Sixth Avenue
Troy, New York 12180-2227
Phone: (518) 274-2607
Fax: (518) 271-8502
Email: Grants.Contracts@UnityHouseNY.org

Grant vouchering/financial matters.

For Unity House: Kesa Shea*
Unity House of Troy, Inc.
2431 Sixth Avenue
Troy, New York 12180-2227
Phone: (518) 274-2607
Fax: (518) 271-8502
Email: KShea@UnityHouseNY.org

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Compliance matters.

For Unity House:

Andrea Ryan
Unity House of Troy, Inc.
2431 Sixth Avenue
Troy, New York 12180-2227
Phone: (518) 274-2607
Fax: (518) 271-8502
Email: ARyan@UnityHouseNY.org

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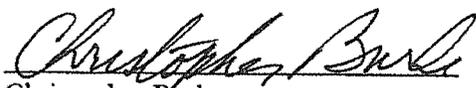
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This Agreement is the complete agreement of the Subrecipient and Unity House and supersedes all prior understandings regarding the Work.

By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

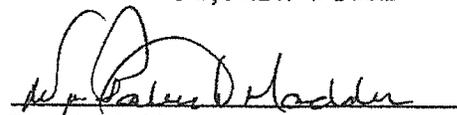
IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

UNITY HOUSE OF TROY, INC.



Christopher Burke
Chief Executive Officer

CITY OF TROY, NEW YORK



Patrick Madden
Mayor

10/15/19

Date

10-18-19

Date

EXHIBIT B

Troy Police Department**Personnel:**

Year	Position Title/Name	Salary	% FTE	of Months	Cost
Year 1	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 1	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 1	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 1	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
Year 1 Total					\$ 56,970
Year 2	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 2	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 2	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 2	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
Year 2 Total					\$ 56,970
Year 3	Position 1 Domestic Violence Investigator 1 (Colane	57,940	50%	12	\$ 28,970
Year 3	Position 2 Domestic Violence Investigator (Overtime	11,500	100%	12	\$ 11,500
Year 3	Position 3 Domestic Violence Investigator 2 (Overtir	11,500	100%	12	\$ 11,500
Year 3	Position 4 Patrol (Overtime)	5,000	100%	12	\$ 5,000
Year 3 Total					\$ 56,970

TOTAL PERSONNEL COSTS**\$ 170,910****Domestic Violence Investigator 1 (Colaneri)**

The Domestic Violence Investigator (DV Investigator; Troy PD) - Detective Sergeant Colaneri will have his primary office in the Survivor Services Sanctuary at the domestic violence program and will be responsible for completing domestic incident reports, reviewing domestic violence cases, collecting evidence, providing trauma informed supportive services to survivors, conducting unannounced follow-up home visits, engaging in joint case review, and working with the Police Advocate on the joint follow-up procedure following domestic incident reports filed with Troy PD. Will serve on the CCR Team and attend monthly CCR meetings.

Domestic Violence Investigator (Overtime)

Domestic Violence Investigator Overtime (DV Investigator; Troy PD) - The overtime component will allow the DV Investigator greater availability and flexibility to meet the requirements of the position, including following up with survivors and intelligence based investigation.

Domestic Violence Investigator 2 (Overtime)

Domestic Violence Investigator Overtime (DV Investigator; Troy PD) - The overtime component will allow the DV Investigator greater availability and flexibility to meet the requirements of the position, including following up with survivors and intelligence based investigation.

Patrol (Overtime)

Patrol Overtime (Patrol; Troy PD) -The overtime component will allow the Troy Police Department patrol to conduct follow up investigations on Domestic Incident Reports that they have taken and conduct follow up home visits with the Police Advocate on non-violent and non-emergent cases of domestic violence.

Required travel for OVW Technical Assistance trainings as per contract.

\$3,334 out of the \$10,000 required for the subawardee OVW mandated technical assistance and training has been allocated to cover the cost of travel for staff in accordance with program guidelines. The remaining amount of \$6,666 has been allocated for other subaward travel in the amount of \$3,333 each which can be found in Section G of this form. The sites of the training sessions are unknown at this time. Travel estimates are based upon the applicant's formal written travel policy. Anticipated funds will cover airfare, transportation, lodging and per diem expenses. Requesting \$1,627 for Year 1 and \$1,707 for Year 2 for 1 person totaling \$3,334.

Year 1: 1 trip \$475 Airfare + 3 nights lodging (\$225 x 3) + 3 days transportation (\$20 x 3), + 3 days per diem (\$76 x 3) = 1,438 + 189 for additional expenses such as cab fare, luggage fees, etc.

Year 2: trip \$480 Airfare + 3 nights lodging (\$250 x 3) + 3 days transportation (\$20 x 3), + 3 days per diem (\$76 x 3) = 1,518 + 189 for additional expenses such as cab fare, luggage fees, etc.

Year 1:	1 Trip x 1 person + \$189	\$ 1,627
Year 2:	1 Trip x 1 person + \$189	\$ 1,707

TOTAL OVW REQUIRED TRAVEL	\$ 3,334
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Supplies

The two tablets will be used by the Domestic Violence Investigators for the purpose of completing reports and

Year 1: Estimating \$500 each x 2 tablets	\$ 1,000
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TOTAL SUPPLIES	\$ 1,000
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SUBTOTAL	\$ 175,244
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Administration:

A 10% Deminimus Rate on Direct Costs	\$ 17,524
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TOTAL ADMINISTRATION	\$ 17,524
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TROY POLICE DEPARTMENT GRAND TOTAL	\$ 192,768
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ORDINANCE TO ACCEPT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES TACTICAL TEAM TARGETED GRANT PROGRAM AND AMEND THE 2020 SPECIAL REVENUE FUND BUDGET TO APPROPRIATE FUNDS

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

Section 1. The City of Troy 2020 Special Revenue Fund Budget is herein amended as set forth in Schedule A entitled:

**Special Revenue Budget Amendment
Public Safety - Police
NYS Division of Homeland Security and Emergency Services
Tactical Team Grant Program**

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

To accept funds of \$100,000 and appropriate such funds from the NYS Division of Homeland Security and Emergency Services Tactical Team Grant Program for the purpose of activities as defined in the attached grant agreement. The grant period is from October 1, 2019 through August 31, 2021.

Schedule A

ORD#8

Special Revenue Budget Amendment Public Safety - Police

NYS Division of Homeland Security and Emergency Services Tactical Team Grant Program

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>Special Revenue Fund</u>			
Revenue			
CD.3000.4305.8000.8333 NYS Homeland Security Tactical Team Grant	\$0.00	\$100,000.00	\$100,000.00
Total Revenue Increase		<u>\$100,000.00</u>	
Expenditures			
CD.2019.0203.8000.8333 Equipment - Tactical Team	\$0.00	\$84,800.00	\$84,800.00
CD.2019.0409.8000.8333 Consultant Services - Tactical Team	\$0.00	\$8,000.00	\$8,000.00
CD.2019.0411.8000.8333 Travel - Tactical Team	\$0.00	\$7,200.00	\$7,200.00
Total Expenditures Increase		<u>\$100,000.00</u>	

*Or as previously amended



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

September 9, 2019

The Honorable Patrick Madden
Mayor, City of Troy
433 River Street, 5th Floor
Troy, NY 12180

Dear Mayor Madden:

I am pleased to announce that the City of Troy has been awarded \$100,000 in federal funding under the FY2018 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2019 through August 31, 2021.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's sustainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, all capabilities developed through federal FY2018 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

In order to ensure these funds are made available as quickly as possible, a representative from DHSES's Grants Program Administration Unit will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick A. Murphy". The signature is written in a cursive style with a long horizontal flourish at the end.

Patrick A. Murphy
Commissioner

cc: Detective Sergeant John Becker, Troy City Police Department

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C164189 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Troy, City of 1 Monument Square Troy, NY 12180</p>	<p><u>TYPE OF PROGRAMS:</u> WM2018 SHSP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM18164189</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 14-6002472 <u>MUNICIPALITY NO:</u> (if applicable) 380257000 000 <u>SFS VENDER NO:</u> 1000002394 <u>DUN & BRADSTREET NO:</u> 086955077</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2019 TO 08/31/2021 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$100,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;">Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div></p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: Michele Wahrlich , Director of Grants Program Administration Date: <u>09/20/2019</u> <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Patrick Madden , Mayor Date: <u>09/19/2019</u></p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Award Contract**SHSP****Project No.****Grantee Name**

TT18-1024-E00

Troy, City of

12/12/2019

Budget Summary by Participant

Troy, City of

Troy City Police Department - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	C-1 Procure consultant for training (Tactical night vision operator course) Prior DHSES approval is needed	1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
Total				\$8,000.00	\$8,000.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	E-2 Robotic platform (tactical robot and related items)	03OE-07-ROBT -	1	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
2	E-5 Infrared illumination devices (and related items)	04MD-01-IRIL	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
3	E-3 Interoperable communications equipment (radios and related items)	06CP-01-PORT	1	\$12,200.00	\$12,200.00	\$12,200.00	\$0.00
4	E-1 Tactical entry breaching tools (and related items)	20TE-00-NTRY	1	\$9,600.00	\$9,600.00	\$9,600.00	\$0.00
5	E-4 Personal protective equipment (body armor, ballistic helmets and related items)	01LE-01-ARMR	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
Total					\$84,800.00	\$84,800.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	T-1 Travel costs associated with members attendance at approved SWAT/ tactical training courses (lodging, registration and related items) Prior DHSES approval	1	\$7,200.00	\$7,200.00	\$7,200.00	\$0.00
Total				\$7,200.00	\$7,200.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED TO TRIP
FOR PARCEL OF LAND ON RENSSELAER STREET**

WHEREAS, Section C-33(I) of the Troy City Charter provides the Mayor with the power to execute all deeds on behalf of the City and

WHEREAS, the City of Troy previously conveyed real property to Troy Rehabilitation & Improvement Program (TRIP), Inc., situate at Rensselaer Street in the City of Troy by deed dated October 29, 1980; and

WHEREAS, a survey by RDM Surveying Consultants performed on behalf of TRIP, Inc., indicates that there is a parcel of real property adjoining the parcel of property that was previously conveyed that was intended to be included in the initial conveyance between the City of Troy and TRIP, Inc., but was not included in the original deed description; and

WHEREAS, TRIP, Inc., has requested a quitclaim deed from the City of Troy to resolve any title issues as to the parcel of real property that was to be included in the original conveyance; and

WHEREAS, the legal description of the parcel of real property is:

“All that certain tract, piece or parcel of land, situate, lying and being in the City of Troy, County of Rensselaer and the State of New York, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of a parcel of land conveyed to T.R.I.P. Redevelopment Associates by deed dated October 29, 1980 and recorded in the Rensselaer County Clerk’s Office in Book of Deeds 1328 at Page 917 and being Parcel 7 in said deed, said point being 93.00 feet from the southwest corner of Tenth Street and Rensselaer Street;

Thence southerly on a line at 90°00’ with the southerly line of Rensselaer Street and along the lands of T.R.I.P. Redevelopment Associates for a distance of 25.00 feet;

Thence westerly with an interior angle of 90°00’ with the last described line 7.00 feet;

Thence northerly with an interior angle of 90°00’ with the last described line 25.00 feet to the southerly side of Rensselaer Street;

Thence easterly along the southerly side of Rensselaer Street and with an interior angle of 90°00’ with the last described line 7.00 feet to the point and place of beginning, said parcel of land containing 175 Sq. Ft. of land” and

WHEREAS it was the intention of the City of Troy to convey the above-described parcel to TRIP, Inc., in the original conveyance;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the Mayor to execute a quitclaim deed as to the above-described parcel to TRIP, Inc.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

Memo In Support

This conveyance clears up an ambiguity that exists between the recently undertaken survey and the property description in the previous conveyances.

It is not an uncommon occurrence that a survey reveals boundary description variations due to the fact differing conveyance methodologies are used over the course of many years and many conveyances. It was always the intention of the City to convey the entire parcel to the grantee (TRIP) and that intention is reflected in the County's tax maps.

This conveyance will be by quit claim deed which contains no guarantees of title.

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED TO TRIP FOR
PARCEL OF LAND ADJOINING LOTS 38 AND 39 ON EIGHTH STREET**

WHEREAS, Section C-33(I) of the Troy City Charter provides the Mayor with the power to execute all deeds on behalf of the City and

WHEREAS, the City of Troy previously conveyed real property to Troy Rehabilitation & Improvement Program (TRIP), Inc., situate at Lots 38 and 39 on Eighth Street in the City of Troy by deed dated March 2, 2017; and

WHEREAS, a survey by RDM Surveying Consultants performed on behalf of TRIP, Inc., indicates that there is a parcel of real property adjoining those parcels conveyed that was intended to be included in the initial conveyance between the City of Troy and TRIP, Inc., but was not included in the original deed description; and

WHEREAS, TRIP, Inc., has requested a quitclaim deed from the City of Troy to resolve any title issues as to the parcel of real property that was to be included in the original conveyance; and

WHEREAS, the legal description of the parcel of real property is:

“All that certain tract, piece or parcel of land, situate, lying and being in the City of Troy, County of Rensselaer and the State of New York, being more particularly bounded and described as follows:

BEGINNING at the northwest corner of a parcel of land conveyed to Troy Rehabilitation And Improvement Program, Inc., by deed dated March 2, 2017, and recorded in the Rensselaer County Clerk’s Office in Book of Deeds 8112 at Page 140, said point being the northeast corner of Lot 38 as shown on Map of Lots Belonging to Maria Weaver, dated December 11, 1857, made by Barton & Fuller and filed in the Rensselaer County Clerk’s Office in Drawer 21 as Map 21;

Thence on a line running along Lot 37 S 78°53’45” E for a distance of 28.46 feet to the Lands of The City of Troy;

Thence S 14°35’15” W along the lands of The City of Troy and the lands conveyed to Mary Gardner by deed dated April 8, 1993 and recorded in Rensselaer County Clerk’s Office in Book of Deeds 1684 at Page 89, for a distance of 59.94 feet to a point;

Thence N 78°53’45” W for a distance of 23.86 feet to the southeast corner of Lot 39 on the before mentioned Map;

Thence N 10°11'03" E along Lots 38 and 39 for a distance of 59.84 feet to the point and place of beginning, said parcel of land containing 1,565 Sq. Ft. land more or less." and

WHEREAS it was the intention of the City of Troy to convey the above-described parcel to TRIP, Inc., in the original conveyance;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the Mayor to execute a quitclaim deed as to the above-described parcel to TRIP, Inc.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

Memo In Support

This conveyance clears up an ambiguity that exists between the recently undertaken survey and the property description in the previous conveyances.

It is not an uncommon occurrence that a survey reveals boundary description variations due to the fact differing conveyance methodologies are used over the course of many years and many conveyances. It was always the intention of the City to convey the entire parcel to the grantee (TRIP) and that intention is reflected in the County's tax maps.

This conveyance will be by quit claim deed which contains no guarantees of title.

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS
FOR THE CITY OF TROY**

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for two-year terms from January 24, 2020 to January 23, 2022.

James Morgan
80 Second Street
Troy, New York 12180

Brian Rossiter
80 Second Street
Troy, New York 12180

Amir Mansourian, Jr.
3 Larch Avenue
Troy, New York 12180

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Investigator James Morgan (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 56 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
 _____, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
District Attorney 80 Second Street Troy NY 12180, Troy, New York.

And I maintain my fixed and permanent residence at (print address):
638A Luther Road in
East Greenbush NY 12061 (town/village) in Rensselaer County.

Signature: *James M. Morgan*

On Jan 13, 2020, before me appeared James Morgan, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Brian D Rossiter
Notary Public or Commissioner of Deeds

<p>BRIAN D ROSSITER Commissioner of Deeds, City of Troy Cert. Filed in Rensselaer County Commission Expires on <u>3/1/20</u></p>
--

1/13/20
Date

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED:
James Morgan
City Clerk

1/14/20
Date



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Investigator Brian Rossiter (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

1. I am a citizen of the United States, and
2. I am 58 years of age and
3. Check one:

A. I maintain my fixed and permanent residence at (print address):
_____, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
District Attorney 80 Second Street Troy NY 12180, Troy, New York.

And I maintain my fixed and permanent residence at (print address):
236 Clove Road Castleton New York 12033 in
Town of Schodack (town/village) in Rensselaer County.

Signature:

On Jan 13th, 2020, before me appeared Brian Rossiter, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Notary Public or Commissioner of Deeds **JAMES M MORGAN** Date 1/13/2020
Commissioner of Deeds, City of Troy
Cert. Filed in Rensselaer County
Commission Expires on 7/1/20

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED:
City Clerk

1/14/20
Date



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Amir Mansourian Jr. (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am 48 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
3 Larch Ave, Troy, NY 12180, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
_____, Troy, New York.

And I maintain my fixed and permanent residence at (print address):

_____ in _____ (town/village) in Rensselaer County.

Signature: [Handwritten Signature]

On January 15, 2020, before me appeared Amir Mansourian Jr., to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Handwritten Signature]
Notary Public or Commissioner of Deeds

Concettina Graber
Commissioner of Deeds
Qualified in Rensselaer County Date
Commission Expires 11/7/2021

Return this form with proof of residence and, if required, place of business to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Business Card or Work ID AND Pay stub

APPROVED: [Handwritten Signature]
City Clerk

1/15/20
Date

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
ORGANIZATION RESOLUTION AND AGREEMENT FOR A CREDIT CARD
PROGRAM**

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards (“Cards”) under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the designated Officer, or by and successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that the Deputy City Comptroller is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designated Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the foregoing Resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing Resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor to enter into an Organization Resolution and Agreement for a Credit Card Program.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

A credit card policy for the Police Department was implemented and approved by the City Council on July 11, 2019. The Police Department is looking to change the current credit card vendor to Pioneer Bank. The attached Organization Resolution and Agreement must be completed for Pioneer to begin the process.

ORD52

ORDINANCE ADOPTING THE CITY OF TROY CREDIT CARD POLICY – POLICE DEPARTMENT

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

Section 1. The City of Troy Credit Card Policy – Police Department is herein adopted as set forth in Schedule A entitled:

City of Troy, New York Credit Card Policy – Police Department

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form June 20, 2019

James A. Caruso, Corporation Counsel

AYES: 6	
NOES: 0	
ABSTAIN: 0	
Troy City Clerk	
Sent to Mayor <u>July 12, 2019</u>	Executive Action
Received from Mayor <u>7-12-19</u>	Approved <input checked="" type="checkbox"/> Date <u>07-12-2019</u>
City Clerk <u>M. Morgan</u>	Veto <input type="checkbox"/> Not Endorsed <input type="checkbox"/>
	Mayor <u>[Signature]</u>

ORD 52

Memo In Support

The City Comptroller's Office is currently in the process of updating and/or creating new policies to clarify policies and procedures within the office. This ordinance adopts the policies and procedures of the Troy Police Department for the use of credit cards. The Police Department has had their own credit cards for years within the City; however a written policy for internal controls and reporting was never completed. This policy incorporates both recommendation from the New York State Comptroller's Office on how a municipality should maintain credit cards along with the current practices of the department.

City of Troy, New York

Credit Card Policy – Police Department

Adopted July 2019

Contents

Section 1	Scope & Objectives
Section 2	Allowable Expenses
Section 3	Approval of Purchases
Section 4	Safekeeping of Credit Cards
Section 5	Tracking of Credit Cards and Activity
Section 6	Requirement of Receipts
Section 7	Reconciliation of Credit Card Statement

Section 1 – Scope & Objectives

This policy is to outline the procedure used in the City of Troy Police Department for credit cards usage..

The primary objective is to ensure that a sound procedure is in place that is of sound internal controls.

Section 2 – Allowable Expenses

The following items are the only items allowed to be purchased with a credit card in the Police Department:

1. Purchases and services that only accept payment by credit card
2. Urgent purchases for department operations
3. Purchases that allow for significant savings
4. Registration for various training opportunities
5. Vehicle expenses
6. Search warrant returns

There shall be no expenses paid for by these credit cards for City operations that do not involve the City of Troy Police Department.

Section 3 – Approval of Purchases

All credit card transactions must be pre-approved by the City of Troy Police Chief. If the Police Chief is absent then transactions may only be approved by the Deputy Police Chief or Assistant Police Chief.

Section 4 – Safekeeping of Credit Cards

The credit cards shall be stored in a locked filing cabinet within a locked office. The only individuals whom should have access to the credit cards are:

1. City Police Chief
2. Deputy Police Chief
3. Assistant Police Chief
4. One (1) designated administrative employee who is responsible for the tracking of usage and costs

Section 5 – Tracking of Credit Cards and Activity

There shall be two logs maintained by the designated administrative staff employee to track the credit cards within the Police Department.

The first shall be a sign in and out sheet showing the date, the vendor, the employee who provided the credit card, the reason, the date returned and a signature of whom the card was returned. Each credit card shall have its' own sign in and out sheet

The second log shall be by credit card and include a listing of each transaction. There should be a separate log per month and once the month is completed the log shall be attached to the payment voucher along with the receipts and the credit card statement. The information on the log shall include the vendor, the date of the activity, the employee who used the card, the reason, the amount, the expense account code and any applicable notes.

Section 6 – Requirement of Receipts

All receipts from approved transactions must be submitted with the return of the credit card to the administration staff member of the Police Department.

Section 7 – Reconciliation of Credit Card Statement

The monthly credit statement shall have a reconciliation of receipts to any and all activity on the credit card prior to submitting the payment voucher to the City Auditor for payment. The City Auditor shall review the receipts to the statement prior to approving the payment and sending to the City Comptroller's Office.

TROY CITY COUNCIL VOTING RECORD
 Regular Meeting - July 11, 2019

Ordinance No. 52

Resolution No. _____

Local Law No. _____

Introduced by Mantello at the request of the Administration

Motion/Second: CP/TJK

	<u>Approve</u>		<u>Table</u>		<u>Amend</u>	
	Aye	No	Aye	No	Aye	No
Council Member Gulli	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Garrett <i>absent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Paratore	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Cummings	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Bissember	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council Member Kennedy	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Council President Mantello	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
TOTALS	<u>6</u>	<u>0</u>	_____	_____	_____	_____

Motion to Table/Second: _____

Motion to Amend/Second: _____

Amendment:



VISA BUSINESS CREDIT CARD APPLICATION

Incomplete information may cause delays. Please complete in full.
 Fax to 815.850.3152 or email to bankcardcredit.commercial@umb.com

Branch	Associate Name	ID No.
--------	----------------	--------

It's easy to Apply.

NOTE: In accordance with the USA PATRIOT Act, we ask for certain information about you for the purpose of verifying your identity. Please ask a Bank representative for details.

This Business Credit Card Application is subject to your agreements and representations included on page 2 of this document. 5580.7000.0400

BUSINESS INFORMATION	Legal Business Name		Company Name to Appear on Card		Federal Tax ID Number	
	Physical Business Street Address (Include Number, Street, City, State and Zip Code. Do not use PO Box.)					
	Mailing Address (if different from Physical Address, above)				Website Address (URL)	
	Number of Employees	Number of Locations	State Where Organized	Business Phone Number ()	Date Business Established	State Established
	Description of Business					
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation or Subchapter S Corp. <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Not-for-Profit/Govt.						
BUSINESS FINANCIAL INFORMATION	Primary Bank		Average Checking Account Balance \$	Total Business Assets \$	Total Business Liabilities \$	
	Gross Annual Sales Revenue (Last Year) \$		Net Profit for Last Fiscal Year \$	Total Monthly Loan Payments \$	Total Business Net Worth \$	
	Has business operated at a loss for any of the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: \$; Year(s) ; Cumulative? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	Does the business or any owner owe any taxes from prior years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: \$; Year(s) ; Cumulative? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	Has the business or any of its owners declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe on a separate sheet, <input type="checkbox"/> attached.					
Is the business or any owner currently involved in a lawsuit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe on a separate sheet, <input type="checkbox"/> attached.						
PERSONAL INFORMATION ON BUSINESS OWNERS (GUARANTORS)	Please provide the following information on all owners (20% or more) of the business. All business owners must sign this Application. Please complete an <i>Addendum for Business Owners</i> form if more than 2 owners exist. <input type="checkbox"/> Check here if <i>Addendum for Business Owners</i> is attached.					
	Name:		Social Security No.:		Position:	
	Address:		Date of Birth:		Owner Since:	
	E-mail:		Total Personal Net worth: \$		Business Ownership: %	
	Phone:		Annual Salary: \$		Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent	
		Other Income*: \$		Monthly Pmt: \$		
Name:		Social Security No.:		Position:		
Address:		Date of Birth:		Owner Since:		
E-mail:		Total Personal Net worth: \$		Business Ownership: %		
Phone:		Annual Salary: \$		Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent		
		Other Income*: \$		Monthly Pmt: \$		
*Alimony, child support, or separate maintenance income need not be disclosed if you do not wish it to be considered as basis for repaying your obligations to us.						
CARD OPTIONS AND ACCOUNT SETUP	Credit Limit Requested \$		<input type="checkbox"/> Check here if this is a request to increase the limit on an existing account. <input type="checkbox"/> Revolving Credit (available for aggregate credit lines under \$25,000)		<input checked="" type="checkbox"/> Pay in Full Monthly	
	Check A or B: <input type="checkbox"/> (A) Individual Billing (Each Individual cardholder will receive a separate bill and be allowed to accrue and redeem points.)					
	<input checked="" type="checkbox"/> (B) Consolidated Billing (Activity for all individual cards will appear on one statement for which you will submit one payment.)					
	Check C, if desired: <input type="checkbox"/> (C) Rewards Program (\$50 Annual Fee applies. See disclosure for details.)					
	NAMES OF INDIVIDUALS TO BE ISSUED CARDS					
Please complete an <i>Addendum for Business Owners</i> form if more than four cards are requested. <input type="checkbox"/> Check here if <i>Addendum for Business Owners</i> is attached.						
Name of Employee (Print Only)		Title		Used to verify Cardholder Identity		
				Last 4 Digits of SSN Date of Birth		
				Individual Card Limit		
				\$		
				\$		
				\$		
				\$		
SUPPORTING DOCUMENTATION	With this completed and signed Visa Business Credit Card Application:					
	1. Credit requests greater than \$20,000 and applications from not-for-profits and retailers will require the 2 most recent year-end balance sheets and income statements or Federal Tax returns, and a completed and signed Visa Business Credit Card Application.					
	2. Credit requests greater than \$10,000 for a business less than 2 years old will require copies of the 2 most recent year-end Federal tax returns for each owner who owns 20% or more of the business and a completed and signed Visa Business Credit Card Application.					
	3. If you are approved for a Company credit limit greater than \$50,000, then each year you will be require to provide annual financial reports.					

**VISA BUSINESS CREDIT CARD APPLICATION
YOUR AGREEMENTS AND REPRESENTATIONS GOVERNING THIS CREDIT CARD APPLICATION**

INTENT OF THIS APPLICATION	<p>INTENT OF APPLICATION. The business entity (the "Company") identified on page 1 hereby requests UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("UMB") to establish a credit card authority for the Company pursuant to which UMB will open one or more credit card accounts ("Account(s)") in the name of the Company and will issue one or more commercial credit cards or card numbers (each a "Card") to the Company and/or the employees or agents of the Company (collectively "Employees") to be used for Company related business, commercial or agricultural purposes. Each person who signs below or on a separate <i>Addendum for Business Owners</i> form on behalf of the Company represents that he or she is duly authorized by the Company to sign this Agreement and to bind the Company to the <i>Company's Agreement Concerning Card Issuance</i>, as set forth herein.</p>
COMPANY'S AGREEMENTS CONCERNING CARD ISSUANCE	<p>COMPANY'S AGREEMENTS CONCERNING CARD ISSUANCE. If UMB approves Company's request, UMB will inform the Company of the amount of the Company's credit card authority. UMB will rely on the information provided in this form and any attached sheets regarding (a) the number of Accounts to open; (b) the requested credit limit for each Account; (c) the identity of Employees whose names are to be printed on Cards, in addition to the Company's name; (d) where to send copies of the monthly statements for each Account; and (e) other pertinent information. UMB will then issue Cards in accordance with the credit authority established for the Company. Subsequently, the Company shall give UMB notice of the same information for additional Employees authorized to use Cards, requested changes in credit limits for Accounts, and of termination by the Company of an Employee's authorization to use a Card. A termination notice should be accompanied by the Employee's Card, cut in half. UMB will not be obligated to recognize changes, additions, deletions or other information contained in a notice until after receiving the notice and having had a reasonable period of time thereafter to act thereon. Upon the issuance of Cards, as set forth herein, (i) the Company, by using or authorizing Employees to use Cards, will be deemed to be in agreement, and will comply with all of the terms and conditions stated in the Cardholder Agreement that will accompany the Cards; (ii) the Company will instruct Employees who use Cards to use them in accordance with this Agreement; (iii) the Company will pay when due all charges made to each Account; (iv) UMB may answer questions and give information to others concerning UMB's credit experience with the Company.</p> <p>The Company authorizes UMB to investigate the Company's creditworthiness and payment history and to otherwise verify the information contained in this form. The Company certifies that all information contained in this form is true and correct.</p>
REQUIRED NOTICES	<p>REQUIRED NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.</p>
OFFICER / OWNER'S REPRESENTATIONS	<p>OFFICER / OWNER'S REPRESENTATIONS. Each Owner/Officer of the Business signing below or on a separate <i>Addendum for Business Owners</i> form certifies that: (1) the information provided in this Application with respect to the Business (including any attachments) is true, correct and complete in all material respects; (2) the personal information provided in this Application with respect to such Owner/Officer is true and correct; (3) the undersigned are authorized to submit this application on behalf of Business; and (4) UMB is hereby authorized, from time to time at its discretion, to check the credit history of Business and the personal credit and employment history of each person signing this application, and to answer questions about Bank's credit experience with Business and each such person.</p>
GUARANTY	<p>GUARANTY. Each person signing below (a "Guarantor"), in his or her individual capacity (even though a title or other designation may be placed next to their signature) jointly and severally, unconditionally guarantees and promises to pay to UMB all indebtedness of the Company, identified above, at any time arising under or relating to any credit requested through this <i>VISA Business Credit Card Application</i>, as well as any extensions, increases or renewals of that indebtedness. Each Guarantor waives (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Company or other Guarantor, and (iii) the right to require UMB to proceed against the Company or any other Guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify Guarantor of any additional indebtedness incurred by the Company, or any changes in the Company's financial condition. Each Guarantor also authorizes UMB, without notice or prior consent, to (i) extend, modify compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more Guarantors without proceeding against the Company or another Guarantor, and (iii) release or substitute any party to the indebtedness or this guaranty. Each Guarantor agrees (i) to pay UMB's costs and attorney's fees in enforcing this guaranty; (ii) this guaranty shall benefit UMB and its successors and assigns; and (iii) an electronic or facsimile of Guarantor's signature, in any capacity, may be used as evidence of Guarantor's agreement to the terms of this guaranty. This is a guaranty of payment and not of collection and the Guarantor's liability hereunder shall be primary, direct and immediate. This Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri.</p>
SIGNATURES	<p>BY: _____ Signature as Authorizing Officer of Business and as Guarantor Printed Name Date Signed</p> <p>BY: _____ Signature as Authorizing Officer of Business and as Guarantor Printed Name Date Signed</p>
Bank Use Only:	<p>Branch Number _____ Associate _____</p> <p>Company's Aggregate Outstanding Credit of all cards issued not to exceed \$ _____</p>

**ORGANIZATION RESOLUTION AND AGREEMENT
FOR CREDIT CARD PROGRAM**

_____, who is the undersigned Recordkeeper
for _____, (the "Organization"),
a _____ (type of entity) organized under the laws of _____ (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on _____ (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that _____ is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designated Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this _____ day of _____, _____.

RECORDKEEPER

Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

X _____
Signature
Name (print): _____
Title (print): _____

ADDITIONAL OFFICER

Signature by Second Person, certifying to incumbency of Recordkeeper

X _____
Signature
Name (print): _____
Title (print): _____

Affix Seal, if required by Organization's governing documents.

Guidelines for Completion for Customers that are U.S. legal entities:

- **Corporation:** The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- **Governmental Entity:** The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

DISCLOSURE INFORMATION	
Annual Percentage Rate ("APR") for Purchases	Visa Business Card: 13.25% Visa Business Rewards Card: 9.15% Each APR is a variable rate, as explained below.
Other APRs	Cash Advance APR: Visa Business Credit Card - 17.25%. Visa Business Rewards Credit Card - 13.15% Each is a variable rate, as explained below.
Variable Rate Information	Your APR may vary. The regular APR for Purchases is determined monthly by adding 8.00% to the Prime Rate for the Visa Business Credit Card and 3.90% to the Prime Rate for the Visa Business Rewards Credit Card. The regular APR for Cash Advances is determined monthly by adding 12.00% to the Prime Rate for the Visa Business Credit Card and 7.90% to the Prime Rate for Visa Business Rewards Credit Card. The Prime Rate will never be less than 5.25%. See explanation below ¹ .
Grace Period for Repayment of the Balance of Purchases	At least 25 days when you pay your balance. Payment in full is required on credit lines greater than \$25,000.
Method of Computing Balance for Purchases	Two-cycle average daily balance (including new purchases)
Annual Membership Fee	Visa Business Credit Card: None Visa Business Rewards Credit Card: \$50 per Card
Minimum Finance Charge	Fifty cents (\$0.50)
Other Fees	Late Charge: \$15 if New Balance is less than \$100; \$29 if New Balance is from \$100 to \$999.99; \$39 if New Balance is \$1,000 or more Cash Advance Fee: 3% of Cash Advance amount, with a \$10 minimum, no maximum on the amount of the fee Overlimit Charge: \$35 Returned Payment Charge: \$29 if a check is presented with insufficient funds, this fee will be assessed International Transaction Fee: 2% of the U.S. dollar amount of each Cash or Purchase Advance

¹ The Prime Rate used to determine the APR for Purchases and for Cash Advances in the highest Prime Rate published in *The Wall Street Journal* on the fifteenth (15th) day of each month, or the next business day if the 15th falls on a weekend or holiday provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed 25% Annual Percentage Rate.

Cardholder Agreement. For additional information about the costs and terms of the Account, see Issuer's Cardholder Agreement, which will be sent with the Card. The Cardholder Agreement and the Account will be governed by Missouri and applicable federal law, but Issuer will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by Missouri Revised Statutes Section 408.145. The Cardholder Agreement permits the Issuer to Change the terms of this Account, including the rates, fees and other credit terms, upon notice to the cardholder and subject to the provisions of applicable law.

IMPORTANT: The information about the costs of the cards described above is accurate as of February 23, 2015 the date this document was most recently revised. This information may have changed after that date. Please complete in full and send via fax to 816.860.3152 or email bankcardcredit.commercial@umb.com.

**RESOLUTION PROCLAIMING FEBRUARY 2020 BLACK HISTORY MONTH
IN THE CITY OF TROY, NEW YORK**

WHEREAS, Black History Month was founded by Dr. Carter G. Woodson, and was first celebrated on February 1, 1926, and since 1976 it has become a nationally recognized month-long celebration, held each year during the month of February to acknowledge and pay tribute to African-Americans; and

WHEREAS, a month-long celebration commemorates the extraordinary efforts, accomplishments and victories of African-Americans as they endeavored to develop and promote equal opportunity and social equality; and

WHEREAS, Black History Month is the time to celebrate the memory and strength of spirit of those individuals in our nation's history who triumphed over adversity and rose above their circumstances to build dignified lives for themselves, and in so doing, left a cultural legacy for those who were to follow in their paths; and

WHEREAS, this month, and throughout the year, let us commit ourselves to raising our awareness and appreciation of the history and culture of people of color and may their American spirit continue to enrich our daily lives; and

WHEREAS, this Legislative Body commends the African-American community.

NOW, THEREFORE, BE IT RESOLVED, that the Troy City Council does hereby proclaim February 2020 as Black History Month in the City of Troy, New York.

Approved as to form, January 23, 2020

James A. Caruso, Esq., Corporation Counsel