

**TROY COMMUNITY LAND BANK
RESOLUTION TO ENTER INTO A SUB-RECIPIENT AGREEMENT**

A Special meeting of the Troy Community Land Bank Corporation (the “TCLB”) was convened pursuant to and was in all respects duly held pursuant to Governor’s Executive Order 202.1 (2020) and all extensions of the order permits the board to consider the use of telephone conferencing, “to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting in public in-person access to meetings and authorizing such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed; and due notice of the time and place of said meeting was duly given in accordance with the Governor’s Executive Order 202.1 (2020) and all extensions of the Order, on April 12, 2022 at 8:00 am o’clock local time, local time.

The meeting was called to order by the Chair of TCLB and, upon roll being called, the following members of the Agency were:

PRESENT:

Heather King	Chair	<u>YES</u>
Suzanne Spellen	Vice-Chair	<u>YES</u>
Elbert Watson	Treasurer	<u>YES</u>
Brian Barker	Secretary	<u>YES</u>
Andrew Cooper	Member	<u>YES</u>
Jeanette Nicholson	Member	<u>YES</u>
Aaron Lozier	Member	<u>YES</u>
John Carmello	Member	<u>YES</u>
Krystina Marable	Member	<u>YES</u>
Patricia Reilly	Member	<u>YES</u>

WHEREAS, the City of Troy has applied for and has been awarded funds from the United States Government through the State and Local Fiscal Recovery Fund (“SLFRF”) under the American Rescue Plan Act of 2021 (“ARPA”), enacted on March 11, 2021, as Public Law No: 117-2; an

WHEREAS, the purpose of ARPA is to provide fiscal relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, under section 603(c)(3) of Title VI of the Social Security Act, the City may transfer SLFRF funds to a private nonprofit organization as that term is defined under 42 U.S.C. 11360(19), for the purpose of meeting ARPA’s goals; and

WHEREAS, the Subrecipient, Troy Community Land Bank Corporation, is a private nonprofit

organization as defined under 42 U.S.C. 11360(19), whose mission is to provide affordable housing and to encourage responsible home ownership for low-income residents of the City of Troy; and

WHEREAS, the City desires to transfer part of its SLFRF allocation to the Land Bank in order to fund certain expenditures that have been deemed allowable uses of ARPA funds under the Department of Treasury’s Interim Final Rule and Final Rule, issued pursuant to the SLFRF; and

WHEREAS, the Troy City Council has authorized and appropriated a transfer of funding from the City’s SLFRF allocation in an amount up to one million dollars (\$1,000,000) for the projects to be undertaken by the Subrecipient; and

WHEREAS, the Troy Community Land Bank Corporation has been presented with a proposed Subrecipient Agreement in the amount of one million dollars (\$1,000,000) attached hereto as Exhibit “A;” and

NOW, THEREFORE, BE IT RESOLVED by the Troy Community Land Bank Corporation that:

1. That the Troy Community Land Bank Corporation hereby accepts the terms and condition of the Subrecipient Agreement attached hereto as Exhibit “A;” and
2. The Chairman, Treasurer and General Counsel are authorized to execute any and all contract documents on behalf of the Land Bank to effectuate the Agreement; and
3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Heather King	Chair	VOTING <u>AYE</u>
Suzanne Spellen	Vice-Chair	VOTING <u>AYE</u>
Elbert Watson	Treasurer	VOTING <u>AYE</u>
Brian Barker	Secretary	VOTING <u>AYE</u>
Andrew Cooper	Member	VOTING <u>AYE</u>
Jeanette Nicholson	Member	VOTING <u>AYE</u>
Aaron Lozier	Member	VOTING <u>AYE</u>
John Carmello	Member	VOTING <u>AYE</u>
Krystina Marable	Member	VOTING <u>AYE</u>
Patricia Reilly	Member	VOTING <u>AYE</u>

The foregoing Resolution was thereupon declared duly adopted unanimously meeting the requirements of the Land Bank’s bylaws requiring a majority of the Board approving this resolution.

SCHEDULE A
SUBRECIPIENT AGREEMENT

SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
THE TROY COMMUNITY LAND BANK
CORPORATION

This Subrecipient Agreement (“the Agreement”), made and entered into this _____ day of April 2022, by and between the City of Troy, New York, a municipal corporation with its principal offices located at City Hall, 433 River Street, 5th Floor, Troy, New York 12180 (the “City” or “Recipient” or “Grantee”) and the Troy Community Land Bank Corporation (the “Subrecipient” or “TCLB” or “Land Bank”), with its principal offices located at 200 Broadway, Suite 701, Troy, New York 12180.

WITNESSETH:

WHEREAS, the City has applied for and has been awarded funds from the United States Government through the State and Local Fiscal Recovery Fund (“SLFRF”) under the American Rescue Plan Act of 2021 (“ARPA”), enacted on March 11, 2021, as Public Law No: 117-2; and

WHEREAS, the purpose of ARPA is to provide fiscal relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, under section 603(c)(3) of Title VI of the Social Security Act, the City may transfer SLFRF funds to a private nonprofit organization as that term is defined under 42 U.S.C. 11360(19), for the purpose of meeting ARPA’s goals; and

WHEREAS, the Subrecipient, Troy Community Land Bank Corporation, is a private nonprofit organization as defined under 42 U.S.C. 11360(19), whose mission is to provide affordable housing and to encourage responsible home ownership for low-income residents of the City of Troy; and

WHEREAS, the City desires to transfer part of its SLFRF allocation to the Land Bank in order to fund certain expenditures that have been deemed allowable uses of ARPA funds under the Department of Treasury’s Interim Final Rule and Final Rule, issued pursuant to the SLFRF; and

WHEREAS, the Troy City Council has authorized and appropriated a transfer of funding from the City’s SLFRF allocation in an amount up to one million dollars (\$1,000,000) for the projects to be undertaken by the Subrecipient.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: ARPA Funded Project

1.1 Project The Subrecipient shall perform and complete the projects specified in the

attached **Exhibit A – Scope of Work** in a proper manner to the satisfaction of the City, and in compliance with the requirements of ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as now in effect, and as may be amended during the term of this Agreement. Subject to the requirements of this Agreement and all Federal funding requirements, the Subrecipient may procure and employ contractors and subcontractors to carry out work required for the project.

1.2 Use of SLFRF Funds

Subrecipient shall use the SLFRF funds provided under this Agreement solely for the allowable use projects specified in **Exhibit A**, and only to supplement rather than to supplant funds otherwise available. It is the Subrecipient's responsibility to ensure that all SLFRF funds are used in compliance with SLFRF requirements solely for the projects specified in **Exhibit A**.

1.3 City Approval Required

Subrecipient shall obtain prior City approval for any substantial budget, program, or project scope revision that materially affects this Agreement.

1.4 No Agency

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an agency or any relationship of employer and employee between the parties. At all times, the Subrecipient shall remain an independent actor and contractor with respect to the performance of this Agreement and all work and services rendered hereunder. The Subrecipient shall maintain independent discretion over the manner in which it performs this Agreement and the project to be funded hereunder.

Section 2: Term

2.1 Term

This Agreement shall commence on the date of execution by both parties and shall terminate upon completion of the projects specified in **Exhibit A**, unless otherwise stated herein. The parties agree, however, that no project shall be deemed complete and the Subrecipient's obligation to the City shall not end until all close-out requirements are completed in accordance with 2 CFR Sections 200.344 and 200.345. In addition, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds.

2.2 Maximum Period of Performance

Under the SLFRF program, funds may only be used for costs incurred on or after March 3, 2021. Further, SLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026. Any funds not obligated or expended for eligible uses by these deadlines must be

returned to the City promptly. This includes any unobligated or unexpended funds that are not authorized to be retained by the Subrecipient as part of the award closeout process pursuant to 2 C.F.R. 200.344.

Section 3: Representations and Warranties

3.1 Subrecipient's Representations and Warranties

By entering into this Agreement, Subrecipient represents and warrants to the City that:

- (1) Subrecipient is eligible to receive the SLFRF funding that will be disbursed pursuant to this Agreement.
- (2) All of the SLFRF funds will be used in compliance with the requirements of ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, as now in effect and as may be amended during the term of this Agreement, as well as the Department of Treasury's Interim Final Rule and Final Rule, issued pursuant to the SLFRF.
- (3) The project and activities to be funded pursuant to this Agreement are undertaken in response to the COVID-19 public health emergency and its negative economic impacts.
- (4) Subrecipient and Subrecipient's employees, agents, contractors, principals, officers, and other persons engaged in carrying out the project are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in Federally assisted projects or Federal funding.

Section 4: Disbursement of Funds

4.1 Payment The City shall disburse SLFRF funds to the Subrecipient for qualified expenditures in a total amount not to exceed one million dollars (\$1,000,000) as proposed in the attached **Exhibit B – Disbursement of Funding**, or as otherwise decided by the City in its sole discretion. The Subrecipient acknowledges that the SLFRF is Federal funding passed through the City and is made available to respond to negative economic impacts of the COVID-19 pandemic. All payments shall be applied in accordance with **Exhibit C - Budget**.

4.2 Payment Contingent on Compliance Certification

Payment shall be contingent upon Subrecipient's certification of adherence to all applicable grant administrative requirements, cost principles and audit requirements in accordance with the standards specified in 2 CFR Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds*.

4.3 Executory Clause

In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Agreement to the Subrecipient or to anyone else beyond funds appropriated and available for disbursement under this Agreement. Subrecipient acknowledges and agrees that the SLFRF funding referenced herein is the sole source for funding the payments to be made hereunder, and that the funding is subject to the control of the U.S. Treasury and may be encumbered, withdrawn, or otherwise made unavailable to the City, whether earned by or promised to Subrecipient. Subrecipient shall not be paid unless and until the SLFRF funds are paid to the City by the U.S. Treasury. No other funds owned or controlled by the City shall be obligated under this Agreement and nothing herein constitutes a pledging or obligating of City funds, its General Fund, or any real and personal property taxes, sales taxes, or any other municipal revenues. Subrecipient acknowledges and agrees that this Agreement shall be considered executory to the extent Federal funding is relied upon by the City, and that in the event such funding shall not be forthcoming, the Agreement may be terminated by the City upon reasonable prior written notice to the Subrecipient.

4.4 Non-Assignment Clause

This Agreement may not be assigned in whole or in part by the Subrecipient, nor may its right, title or interest herein be assigned, transferred, conveyed, or otherwise disposed of.

4.5 Delayed or Withheld Payments

Payments to Subrecipient may be delayed until satisfactorily detailed reports and accompanying source documents as required by this Agreement have been received and verified by the City. Payment may be withheld if Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award or this Agreement, or is delinquent in a debt to the United States.

4.6 Rights of Administrative Offset and Recovery by City

The City reserves the right to offset and liquidate funds available under this Agreement for costs incurred by the City on behalf of or on account of the Subrecipient, or for overpayments or misapplied funds. The City also reserves the right to recover funds from the Subrecipient by any other remedial action that may be legally available.

4.7 Repayment by Subrecipient

Subrecipient shall repay to the City all funds that Subrecipient was or is not lawfully eligible or entitled to receive, keep, spend, or otherwise transfer.

4.8 Administrative Fees

The Subrecipient shall not be entitled to take any fees or other charges for administering the ARPA funds transferred to the Subrecipient pursuant to this Agreement.

Section 5: Reporting and Other Requirements for Receiving SLFRF Funding

5.1 Subaward All SLFRF funds transferred to the Subrecipient under this Agreement shall be deemed a subaward given for the purpose of conducting the community enhancing activities specified in **Exhibit A** to further the goals of the SLFRF. As the original Recipient and Grantee of the SLFRF award, the City has the duty to ensure that all applicable Federal guidelines are met by both the City and every entity receiving SLFRF money from the City. To be eligible for the subaward, the Subrecipient must comply with the SLFRF guidelines. The document entitled *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds* contains the complete guidelines and is available at the U.S. Department of Treasury website at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. It is updated often. The Subrecipient shall comply with the current guidelines.

5.2 Reporting The Subrecipient shall provide documents and report to the City as required by **Exhibit D – Subrecipient Reporting Requirements** in accordance with the schedule specified therein, and shall include in its reporting a detailed accounting of the uses of the funds transferred to the Subrecipient and such other information as the City may require. Subrecipient also agrees to comply with any reporting obligations established by the U.S. Department of Treasury as they relate to this subaward. Reporting may include, but is not limited to:

(1) Semi-Annual Progress Report: This Report shall document the status of the Subrecipient’s efforts to meet the goals and objectives of this Agreement, and shall be submitted semi-annually.

(2) Financial Status Report: This Report shall document the expenses incurred by the Subrecipient while implementing the program, and shall be submitted quarterly.

5.3 Compliance with 2 CFR Part 200

The Subrecipient shall comply with 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. This covenant shall apply to all funding received from the City pursuant to this Agreement and all related projects or services. Compliance shall include but not be limited to:

(1) Compliance with SLFRF’s eligible and restricted uses of funds, including implementation of effective controls to ensure that each expenditure of

funds is an eligible use and to maintain adequate documentation for each such expenditure.

- (2) Implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- (3) Maintenance of procedures for obtaining information related to beneficiaries of SLFRF funds and monitoring of the implementation of such procedures.
- (4) Maintenance of records and financial documents for five years after all funds have been expended or returned to Treasury and providing or making available such records to any authorized oversight body upon request.
- (5) Implementation of policies and controls that calculate, document, and record any income the Subrecipient receives from SLFRF.
- (6) Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the uniform guidance at 2 CFR Section 200.317 through 2 CFR Section 200.327, as applicable.
- (7) Compliance with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including ensuring that the Subrecipient, its officers, employees, agents, and contractors do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- (8) Establishing controls to ensure completion and timely submission of all mandatory performance and compliance reporting.

5.4 Federal Single Audit

If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000.00) or more in Federal awards during the Subrecipient's fiscal year, a single audit or program-specific audit of Federal expenditures for that year shall be performed as required by the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. Upon completion of the required audit, the Subrecipient shall provide the City with a copy of the audit in accordance with the schedule in **Exhibit D**.

5.5 Further Reporting

Upon the City's request, and in addition to any other reporting requirements, the Subrecipient shall promptly provide to the City all information and documents that the City deems necessary to comply with any applicable reporting obligation. This covenant shall survive for five years after the expiration of the term of this Agreement.

Section 6: Record Retention and Access

6.1 Maintenance of Required Records

The Subrecipient shall maintain all records required by Federal regulations at 24 CFR 570.506 and 2 CFR Part 200, as pertinent to the activities to be funded under this Agreement and as necessary for complete, accurate, and timely compliance reporting. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken.
- (2) Records demonstrating that each activity undertaken meets one of the national objectives of the ARPA program.
- (3) Records required to determine the eligibility of activities.
- (4) Adequate documentation to support costs charged to the ARPA Program.
- (5) Records detailing the procurement procedures followed.
- (6) Records documenting compliance with the equal opportunity components of the ARPA program.
- (7) Other records necessary to document statutory and regulatory compliance.

6.2 Retention of Required Records

Financial records, supporting documents, statistical records, and all other records pertinent to this Federal award must be retained in accordance with 2 CFR Section 200.334, except that the period to retain records under this Agreement shall be extended to not less than five years.

6.3 Access to Records

In accordance with 2 CFR Section 200.337, and for as long as the records are retained, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, shall have the right of unrestricted access to any documents, papers, or other records of the Subrecipient which are pertinent to this Federal award, to make copies, audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

Section 7: Remedies for Noncompliance

7.1 Rights of the City

The City may impose additional conditions, as described in 2 CFR Section 200.208, if the Subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, or fails to meet expected performance goals, or is not otherwise responsible. These conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments.
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period.

- (3) Requiring additional, more detailed financial reports.
- (4) Requiring additional project monitoring.
- (5) Requiring the non-Federal entity to obtain technical or management assistance.
- (6) Establishing additional prior approvals.

7.2 Notification to Subrecipient

In the event the City imposes additional conditions, the City will notify the Subrecipient as to the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirements, the time allowed for completing the actions if applicable, and the method for requesting reconsideration of the additional requirements imposed. Any additional requirements will be removed once the conditions that prompted them have been satisfied.

7.3 Further Compliance Actions

In accordance with 2 CFR Section 200.339, if the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency;
- (2) Disallow all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the award;
- (4) Recommend suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (5) Withhold future awards for the project or program;
- (6) Take any other remedial action that may be legally available.

7.4 Termination by City

In addition to the termination provisions of 2 CFR Section 200.340, and subject to the notification and appeal rights contained in 2 CFR Sections 200.341 and 200.342, the City also may suspend or terminate this Agreement if the Subrecipient:

- (1) Fails to comply with the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies, or directives as are or may become applicable to this Agreement or the Federal award.
- (2) Fails to fulfill in a timely and proper manner its obligations under this Agreement or materially breaches the terms and conditions of this Agreement or the Federal award.
- (3) Uses funds under this Agreement ineffectively or improperly.

- (4) Submits reports that are untimely, incomplete, or inaccurate in any material respect.

7.5 Opportunity to Cure

Except in emergency circumstances, in the event that the City serves a notice of termination, the Subrecipient shall have no less than twenty (20) days to cure any default under this Agreement. The period of cure may be extended as the parties may agree if the cure is diligently pursued.

Section 8: Return of Funding

8.1 Recovery by the United States

If the U.S. Government ever seeks to recover funds that the City transferred to the Subrecipient pursuant to this Agreement, whether under section 603(e) of Title VI of the Social Security Act or any other applicable law or regulation, then the Subrecipient shall defend, indemnify, and hold the City harmless (including from reasonable attorney's fees and costs of litigation) and shall repay to the U.S. Government all funds determined to be subject to recovery, together with any additional fines and penalties.

8.2 Recovery by the City

In addition to any other available remedy, the City shall have the right to offset or otherwise recover any funds used by the Subrecipient in violation of this Agreement or ARPA, together with any applicable fines and penalties.

Section 9: Conduct and Restrictions

9.1 Prohibited Activity

No funds provided under this Agreement shall be used for political activities of any kind, inherently religious activities, lobbying, political patronage, or nepotism.

9.2 Hatch Act

No funds provided under this Agreement shall be used in any way or to any extent in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

9.3 Religious Activities

No funds provided under this Agreement shall be used for explicitly religious activities (such as worship, religious instruction, or proselytization), as provided by 24 CFR Section 5.109(e).

9.4 Conflicts of Interest

- (1) Subrecipient shall comply with the provisions of 2 CFR Section 200.112.

- (2) Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- (3) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (4) No covered persons (employees, agents, consultants, officers, or elected or appointed officials of the Grantee, the Subrecipient, or any designated public agency) who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter.

9.5 Lobbying

Subrecipient hereby certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

9.6 Copyright

If this Agreement results in any copyrightable material or inventions, the City and the U.S. Treasury reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

Section 10: Environmental Conditions

10.1 Air and Water

The Subrecipient shall comply with all environmental laws and requirements insofar as they apply to the performance of this Agreement and the projects to be undertaken pursuant hereto, including but not limited to:

- (1) Clean Air Act, 42 U.S.C. 7401 *et seq.* and all regulations and guidelines issued thereunder.
- (2) Federal Water Pollution Control Act, 33 U.S.C., 1251 *et seq.* and all regulations and guidelines issued thereunder.

10.2 Flood Disaster Protection

As a condition of receiving SLFRF funds pursuant to this Agreement, the Subrecipient shall obtain and maintain adequate flood insurance under the National Flood Insurance Program for any acquisition or construction activities located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

10.3 Further Environmental Covenants

The Subrecipient covenants that the project will comply in all material respects with all environmental laws and regulations, and except as permitted by applicable law or regulation, that: (i) no pollutants, contaminants, solid wastes, toxins, or other hazardous substances will be stored, treated, generated, disposed of, or allowed at, in, or on the project site; and (ii) the Subrecipient will take all reasonable, prudent, and necessary steps to prevent a release of hazardous substances or materials at, in, or on the project site, or into or onto any other property, or into or onto any facility or waterway. Upon receiving any information contrary to the representations and covenants contained in this section or any notice of discovery or release of hazardous substances, Subrecipient shall immediately notify the City in writing disclosing full details regarding the same and shall also notify appropriate governmental officials as required by applicable laws or regulations. The Subrecipient hereby releases the City and the U.S. Department of Treasury from all liability with respect to, and agrees to defend, indemnify, and hold harmless the City and the U.S. Department of Treasury, their respective officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorney's fees) related in any way to any violation of the covenants in this section or to any inaccuracy of the representations contained in this section. In the event the City has reasonable grounds to believe that a violation of this section has occurred, and in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or

to have an environmental audit performed with respect to the project site, the Subrecipient agrees to pay the expenses of same to the City, within ten (10) days of demand therefor.

Section 11: Workers' Compensation

11.1 Workers' Compensation Coverage

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

Section 12: Non-Discrimination Requirements

12.1 Non-Discrimination Requirements

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

Section 13: Wages and Hours Provision

13.1 Wages and Hours

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Subrecipient's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in those statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Subrecipient and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Subrecipient understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the City of any City approved sums due and owing for work done upon the project.

Section 14: Apprenticeship Program

14.1 Approved Program Required

As authorized by New York Labor Law Section 816-B and as required by Troy City Council Resolution 2019-72, dated October 3, 2019, any contractor (including its subcontractors) entering into a construction contract with the City for a total dollar amount of \$100,000.00 or more must have in place an Apprenticeship Program approved by the N.Y.S. Commissioner of Labor. This requirement applies to all construction contracts advertised for bid on or after November 1, 2019.

Section 15: Equal Employment Opportunities for Minorities and Women under Section 312 of the Executive Law

15.1(a) The Subrecipient will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

15.1(b) At the request of the City, 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, color, national origin, sex, age, disability, or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Subrecipient's obligations herein;

15.1(c) The Subrecipient shall state in all solicitations or advertisements for employees, that, in the performance of the City contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

Section 16: Governing Law and Venue

16.1 Governing Law

This Agreement shall be governed by the laws of the State of New York excluding its conflict of laws jurisprudence, except where the Federal supremacy clause requires otherwise.

16.2 Venue

The parties agree that the proper venue for any action arising out of the Agreement shall be Rensselaer County Supreme Court or the United States District Court for the Northern District of New York.

Section 17: Service of Process

17.1 Service of Process

In addition to all the methods of service allowed by the New York Civil Practice Law & Rules, Subrecipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Subrecipient's actual receipt of process or upon the return of the receipt to the City by the United States Postal Service as refused or undeliverable. Subrecipient must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Subrecipient will have thirty (30) calendar days to respond after service hereunder is complete.

Section 18: Amendment

18.1 Amendment

This Agreement may be amended, supplemented, modified, or otherwise changed only by a written instrument duly executed by the parties.

Notwithstanding, the City may, in its discretion, require an amendment or modification of this Agreement to conform with Federal, State, or local law, governmental guidelines, policies, regulations, and available funding amounts, or for other lawful reasons. If such amendment or modification results in a material change in the funding, the scope of services, or the schedule of the project activities to be undertaken as part of this Agreement, it will be incorporated only by written amendment signed by both the City and the Subrecipient.

Section 19: Insurance

Subrecipient shall procure and maintain insurance for protection from all claims arising out of Subrecipient's services, work, operations, and activities. Subrecipient must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Subrecipient, or any subcontractor of the Subrecipient, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The City of Troy (including its officers, agents, and employees) shall be named an Additional Insured on Subrecipient's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages. Subrecipient will procure and maintain at its own expense the following coverages:

1. Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
 - a. Liability insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured contract" exception to the employers liability exclusion; or
 - iii. Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
 - b. Subrecipient shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Subrecipient will maintain certificates of insurance for all subcontractors as part of the Subrecipient's records.

2. Professional Liability/Errors & Omissions coverage of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim. (*Not Applicable*).
3. Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
4. Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any motor vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.
5. Commercial umbrella insurance coverage of not less than Five Million Dollars (\$5,000,000).

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the City of Troy Corporation Counsel, and shall provide:

1. *Additional Insured*. The City of Troy (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Subrecipient's services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Subrecipient's acts or omissions.
2. *Per Project Aggregate*. The insurance policies shall cover premises operations and completed operations on a per project basis.
3. *Waiver of Subrogation*. As to every type and form of insurance coverage required from the Subrecipient, there shall be no right of subrogation against the City of Troy, its officers, agents, or employees. If any of Subrecipient's policies of insurance prohibit such a waiver of subrogation, Subrecipient shall secure the necessary authorization from its insurance carrier to make this waiver effective.
4. *Waiver of Indemnities*. The Subrecipient waives any right of action it and/or its insurance carrier might have against the City of Troy (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.

5. The Certificate of Insurance shall be in form and content satisfactory to the City of Troy Corporation Counsel. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided to the Corporation Counsel upon request.
6. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
7. The insurance policies shall be renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Subrecipient has delivered to the City proof of issuance of all policies of insurance required by the Agreement to be procured. If at any time, any of the insurance policies shall be or become unsatisfactory to the City, Subrecipient shall promptly obtain a satisfactory policy and submit proof of the same to the City for approval. Upon failure of Subrecipient to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at the election of the City, be suspended, discontinued, or terminated. Failure of Subrecipient to procure and maintain any required insurance shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Subrecipient concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Subrecipient, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Subrecipient shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City shall be provided to the City before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Subrecipient, or its subcontractors, of any other responsibility or liability under this Agreement.

The City of Troy Corporation Counsel, in his or her sole discretion, may for good and sufficient reason approve in writing a variance from the insurance requirements herein.

Section 20: Waiver and Indemnification

The promises in this section are separate from the insurance requirements of this Agreement. They shall apply whether or not the insurance requirements are fulfilled, and shall survive the termination of this Agreement.

Subrecipient waives any and all claims and recourse against the City or the U.S. Treasury, including without limitation the right of contribution for loss or damage to person or property, arising out of or in any way connected with or incidental to Subrecipient's performance of this Agreement. Subrecipient will indemnify, hold harmless, and defend the City and the U.S. Treasury against any and all claims, demands, damages, costs, expenses, or liability arising out of Subrecipient's performance of this Agreement.

The Subrecipient shall defend, indemnify, and hold the City harmless from any and all liability to the Federal government for recapture of the SLFRF funds transferred to Subrecipient pursuant to this Agreement and shall make the City whole for any and all liabilities or costs associated with any recapture of those funds.

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

representatives, and distributees), arising out of or in consequence of Subrecipient's services, work, operations, or activities or omissions on property owned by the City of Troy, all to the fullest extent allowed by law.

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

Section 21: Termination for Cause

The City of Troy reserves the right to terminate this Agreement at any time for cause. The violation of any provision or condition contained in the Agreement, or the refusal, failure, or inability to carry out any provisions of the Agreement shall constitute sufficient grounds to terminate the Agreement for cause. Should the City of Troy elect to terminate this Agreement for cause, the City of Troy will send written notice to the Subrecipient via certified U.S. mail no less than twenty (20) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. Immediate dismissals for cause may be executed if deemed necessary by the City of Troy.

Section 22: Termination for Convenience

The City of Troy may terminate this Agreement and subaward in whole or in part for convenience. If the City determines, in its sole discretion that such termination is in the best interests of the City, written notice of termination shall be sent via certified U.S. mail no later than thirty (30) days prior to the termination date. The notice shall set forth the reasons for the termination, the effective date, and, in the case of a partial termination, the part of the Agreement and subaward to be terminated. In that event, the City shall pay the Subrecipient for invoices previously submitted in accordance with this Agreement and a pro-rata payment for services rendered prior to the date the termination is effective.

Section 23: Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall remain in full force and effect.

Section 24: Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience and shall not limit the terms of this Agreement. The Agreement shall be interpreted as a whole.

Section 25: Waiver

The City’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. Absent an express written waiver signed by the City, there shall be no estoppel against the City and any alleged detrimental reliance by the other party shall be deemed to be unreasonable.

Section 26: Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Subrecipient for the subaward of the SLFRF funds to be disbursed under this Agreement and the projects to be performed. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Subrecipient Agreement on the day and year first written above.

City of Troy, New York

by: _____
Wm. Patrick Madden, Mayor of Troy

Approved as to Form and Authority to Execute

by: _____
Richard T. Morrissey
City of Troy Corporation Counsel

Troy Community Land Bank Corporation

by: _____
Tony Tozzi, Executive Director, TCLB

ACKNOWLEDGEMENTS

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

On this _____ day of _____, 2022, before me, the undersigned, personally appeared Tony Tozzi, Executive Director of the Troy Community Land Bank Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

On this _____ day of _____, 2022, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

SCOPE OF WORK

Pursuant to its enacting legislation and its Grant Funding Agreement with Enterprise Community, the Troy Community Land Bank's (TCLB's) focus neighborhood is North Central, a census-tracked area. Eighty (80) percent of the projects that the land bank undertakes must be for affordable housing owner occupancy or rental for people whose income does not exceed 100% of the AMI. All affordable properties must have restrictive covenants on the properties requiring that the property, including rents, remain affordable for a period of ten (10) years.

The current affordable housing projects are:

1. 3229 Sixth Avenue
2. 54 Fifth Avenue
3. 11 Winnie Avenue
4. 791 River Street

In addition, the Land Bank seeks to apply to the Legacy Cities program for additional grant funds to support an additional affordable housing project that would include but is not limited to the following properties:

1. 3340 Sixth Ave
2. 3230 Sixth Ave
3. 3229 Sixth Ave
4. 3209 Seventh
5. 3211 Seventh
6. 17 Park Ave
7. 834 River
8. 836 River
9. 3215 Sixth Ave

TCLB seeks ARPA funding to cover the following costs/scope of work to be performed on all properties:

- Property clean outs
- Streetscape improvements, parking, gangway completion
- Fencing, grading and landscaping
- Closing/title costs for property acquisition and disposition
- Property/Casualty Insurance
- Maintenance costs-snow/lawn
- Grant writing assistance for submission of LCAP application
- To hire a Project manager
- Conduct land surveys
- Conduct environmental surveys and remediation
- Obtain construction drawings and scope of work
- Architectural services
- General construction/rehab costs
- Demolition costs (for 7 Park Avenue and 785 River Street)

DISBURSEMENT OF FUNDING

The TCLB proposes the below anticipated disbursement schedule to receive ARPA Benchmarks and Conditions. Funds shall be disbursed when mutually agreed upon by the TCLB and the City of Troy.

Initial Disbursement: \$343,790.

The TCLB shall:

1. Increase the organizations capacity as it relates to financial management and oversight by hiring additional staff or engaging with an outside vendor.
2. Designate a separate bank account for ARPA funds.
3. Pay Down all outstanding debt as set forth in Exhibit D (see affordable housing project expenses attached) - TCLB Finance committee to review and approve all expenses/CFO to cut checks

Second Disbursement: \$656,210.

- Administrative operations
- Demolitions
- Vacant lot improvements
- Vacant building improvements
- LCAP related soft costs

The TCLB shall:

1. Submit report regarding debt payoff to board and city
2. Award LCAP project to Shades Contracting/Review of LCAP budget
3. Submit a copy of the LCAP grant proposal to the City/Board
4. Identify new project manager for LCAP by June 1
5. Submit report regarding expenditures to board and city
6. Complete sale of 54 Fifth Avenue by June 1, 2022 (mortgage loan paid)
7. Complete sale of 11 Winnie by June 1, 2022 (mortgage loan paid)
8. Complete project at 791 River/list for sale August 1.

TCLB ARPA BUDGET (03.31.2022)

ARPA BUDGET SUMMARY

UNPAID INVOICES AS OF 03.25.2022	\$ 203,946.24
Q1 & Q2 2022 Operating Expenses	\$ 87,169.00
Q1 & Q2 2022 PAYROLL EXPENSES	\$ 52,674.76
LCAP EXPENSES	\$ 290,420.00
TCLB PROJECT EXPENSES	\$ 365,790.00
SUM TOTAL	\$ 1,000,000.00

UNPAID INVOICES AS OF 03.25.2022

TAP - LCAP As Builts	\$ 10,000.00
Bonadio	\$ 7,750.00
Bowers	\$ 9,570.00
CenterState - NYLBA dues	\$ 1,000.00
Community Loan Fund	\$ 150.00
Hedgeman Law	\$ 11,637.11
National Grid	\$ 1,404.68
Bobo - 11 Winnie	\$ 1,000.00
Bobo - 3229 Sixth	\$ 19,000.00
Bolton Construction - 791 River Street masonry	\$ 39,000.00
City of Troy - 3209-11 Seventh - vacant building fee	\$ 400.00
City of Troy - 791 River	\$ 6,184.00
Holland Property Management - 791 River Street - Exterior panels	\$ 39,349.00
Positive Communities	\$ 6,035.00
Reeves Engineering	\$ 13,445.00
SEAT - 54 Fifth	\$ 16,200.00
TRIP	\$ 21,821.45
Unpaid Invoices SubTotal	\$ 203,946.24

Q1 & Q2 2022 Operating Expenses

Auditing	\$ 7,750.00
Accounting	\$ 23,138.50
Capital Region Language Center	\$ 250.00
Legal	\$ 32,377.11
Office Rent	\$ 1,620.00
Utilities	\$ 2,060.00
IT services	\$ 750.00
Positive Communities	\$ 8,000.00
Building conditions	\$ 500.00
Title Insurance	\$ 1,365.00
Insurance	\$ 32,313.56
Property Maintenance	\$ 15,350.00
Website rebuild	\$ 5,000.00
Credit Card	\$ 3,627.73

TOTAL 6-MONTH OPERATING SUB TOTAL:	\$ 87,169.00
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Q1 & Q2 2022 PAYROLL EXPENSES	
Payroll	\$ 47,779.76
Health Insurance	\$ 4,895.00
TOTAL 6-MONTH PAYROLL SUB TOTAL:	\$ 52,674.76

LCAP EXPENSES	
Vesta legal-closing	\$ 8,450.00
Vesta title insurance	\$ 8,450.00
LCAP grantwriting consultants	\$ 16,250.00
General liability insurance - 4 months	\$ 3,250.00
Property maintenance - 4 months	\$ 5,200.00
Developer legal-closing	\$ 8,450.00
Developer title insurance	\$ 8,450.00
Property land surveys	\$ 42,250.00
Enviro remediation evaluations	\$ 13,000.00
Structural evaluations	\$ 33,000.00
Architecturals	\$ 28,500.00
Develop scope of work	\$ 13,000.00
Specification writing	\$ 26,000.00
Specs verification (req'd by CPC)	\$ 6,500.00
Development general liability insurance	\$ 15,600.00
Builders Risk insurance	\$ 28,070.00
Property maintenance	\$ 26,000.00
LCAP SUBTOTAL:	\$ 290,420.00

TCLB PROJECT EXPENSES	
Demolitions	\$ 135,790.00
Vacant lot improvements	\$ 60,000.00
Vacant building improvements	\$ 170,000.00
TCLB PROJECT EXPENSES SUB TOTAL	\$ 365,790.00

LCAP	1
Operating	1
Operating	1
Operating	1
Operating	1
Operating	1
Operating	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1
Property	1

Operating	1
Operating	1
Operating	1
Operating	1
Operating	1
Operating	1
Operating	1
Property	1
Property	1
Property	1
Operating	1
Property	1
Operating	1
Operating	1

Operating	1
Operating	1

LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2
LCAP	2

Property	2
Property	2
Property	2

TCLB ARPA BUDGET (03.31.2022)

ARPA BUDGET SUMMARY

UNPAID INVOICES AS OF 03.25.2022	\$ 203,946.24
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TCLB PROJECT EXPENSES	\$ 365,790.00
SUM TOTAL	\$ 1,000,000.00

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Bonadio	\$ 7,750.00
Bowers	\$ 9,570.00
CenterState - NYLBA dues	\$ 1,000.00
Community Loan Fund	\$ 150.00
Hedgeman Law	\$ 11,637.11
National Grid	\$ 1,404.68
Auditing	\$ 7,750.00
Accounting	\$ 23,138.50
Capital Region Language Center	\$ 250.00
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Office Rent	\$ 1,620.00
Utilities	\$ 2,060.00
IT services	\$ 750.00
Insurance	\$ 32,313.56
Website rebuild	\$ 5,000.00
Credit Card	\$ 3,627.73
Payroll	\$ 47,779.76
Health Insurance	\$ 4,895.00
Operating	\$ (36,932.90)
Bobo - 11 Winnie	\$ 1,000.00
Bobo - 3229 Sixth	\$ 19,000.00
Bolton Construction - 791 River Street masonry	\$ 39,000.00
City of Troy - 3209-11 Seventh - vacant building fee	\$ 400.00
City of Troy - 791 River	\$ 6,184.00
Holland Property Management - 791 River Street - Exterior panels	\$ 39,349.00
Positive Communities	\$ 6,035.00
Reeves Engineering	\$ 13,445.00
SEAT - 54 Fifth	\$ 16,200.00
TRIP	\$ 21,821.45
Positive Communities	\$ 8,000.00
Building conditions	\$ 500.00
Title Insurance	\$ 1,365.00

Property Maintenance	\$ 15,350.00

Vesta legal-closing	\$ 8,450.00
Vesta title insurance	\$ 8,450.00
LCAP grantwriting consultants	\$ 16,250.00
General liability insurance - 4 months	\$ 3,250.00
Property maintenance - 4 months	\$ 5,200.00
Developer legal-closing	\$ 8,450.00
Developer title insurance	\$ 8,450.00
Property land surveys	\$ 42,250.00
Enviro remdiation evaluations	\$ 13,000.00
Structural evaluations	\$ 33,000.00
Architecturals	\$ 28,500.00
Develop scope of work	\$ 13,000.00
Specification writing	\$ 26,000.00
Specs verification (req'd by CPC)	\$ 6,500.00
Development general liability insurance	\$ 15,600.00
Builders Risk insurance	\$ 28,070.00
Property maintenance	\$ 26,000.00
Demolitions	\$ 135,790.00
Vacant lot improvements	\$ 60,000.00
Vacant building improvements	\$ 170,000.00

Property	1	\$ 187,649.45
		\$ 343,790.00

LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	
LCAP	2	\$ 426,210.00
Property	2	
Property	2	\$ 230,000.00
		\$ 656,210.00

\$ 1,000,000.00

**Troy Community Land Bank
Disbursements By Type**

Disbursement #1	
Description	Amount
LCAP	10,000.00
Operating	156,140.55
Property	187,649.45
Total	353,790.00

Disbursement #2	
Description	Amount
LCAP	426,210.00
Property	230,000.00
Total	656,210.00

Grand Total	1,010,000.00
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SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
THE TROY COMMUNITY LAND BANK
CORPORATION

This Subrecipient Agreement (“the Agreement”), made and entered into this _____ day of April 2022, by and between the City of Troy, New York, a municipal corporation with its principal offices located at City Hall, 433 River Street, 5th Floor, Troy, New York 12180 (the “City” or “Recipient” or “Grantee”) and the Troy Community Land Bank Corporation (the “Subrecipient” or “TCLB” or “Land Bank”), with its principal offices located at 200 Broadway, Suite 701, Troy, New York 12180.

WITNESSETH:

WHEREAS, the City has applied for and has been awarded funds from the United States Government through the State and Local Fiscal Recovery Fund (“SLFRF”) under the American Rescue Plan Act of 2021 (“ARPA”), enacted on March 11, 2021, as Public Law No: 117-2; and

WHEREAS, the purpose of ARPA is to provide fiscal relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, under section 603(c)(3) of Title VI of the Social Security Act, the City may transfer SLFRF funds to a private nonprofit organization as that term is defined under 42 U.S.C. 11360(19), for the purpose of meeting ARPA’s goals; and

WHEREAS, the Subrecipient, Troy Community Land Bank Corporation, is a private nonprofit organization as defined under 42 U.S.C. 11360(19), whose mission is to provide affordable housing and to encourage responsible home ownership for low-income residents of the City of Troy; and

WHEREAS, the City desires to transfer part of its SLFRF allocation to the Land Bank in order to fund certain expenditures that have been deemed allowable uses of ARPA funds under the Department of Treasury’s Interim Final Rule and Final Rule, issued pursuant to the SLFRF; and

WHEREAS, the Troy City Council has authorized and appropriated a transfer of funding from the City’s SLFRF allocation in an amount up to one million dollars (\$1,000,000) for the projects to be undertaken by the Subrecipient.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: ARPA Funded Project

1.1 Project The Subrecipient shall perform and complete the projects specified in the

attached **Exhibit A – Scope of Work** in a proper manner to the satisfaction of the City, and in compliance with the requirements of ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as now in effect, and as may be amended during the term of this Agreement. Subject to the requirements of this Agreement and all Federal funding requirements, the Subrecipient may procure and employ contractors and subcontractors to carry out work required for the project.

1.2 Use of SLFRF Funds

Subrecipient shall use the SLFRF funds provided under this Agreement solely for the allowable use projects specified in **Exhibit A**, and only to supplement rather than to supplant funds otherwise available. It is the Subrecipient's responsibility to ensure that all SLFRF funds are used in compliance with SLFRF requirements solely for the projects specified in **Exhibit A**.

1.3 City Approval Required

Subrecipient shall obtain prior City approval for any substantial budget, program, or project scope revision that materially affects this Agreement.

1.4 No Agency

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an agency or any relationship of employer and employee between the parties. At all times, the Subrecipient shall remain an independent actor and contractor with respect to the performance of this Agreement and all work and services rendered hereunder. The Subrecipient shall maintain independent discretion over the manner in which it performs this Agreement and the project to be funded hereunder.

Section 2: Term

2.1 Term

This Agreement shall commence on the date of execution by both parties and shall terminate upon completion of the projects specified in **Exhibit A**, unless otherwise stated herein. The parties agree, however, that no project shall be deemed complete and the Subrecipient's obligation to the City shall not end until all close-out requirements are completed in accordance with 2 CFR Sections 200.344 and 200.345. In addition, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds.

2.2 Maximum Period of Performance

Under the SLFRF program, funds may only be used for costs incurred on or after March 3, 2021. Further, SLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026. Any funds not obligated or expended for eligible uses by these deadlines must be

returned to the City promptly. This includes any unobligated or unexpended funds that are not authorized to be retained by the Subrecipient as part of the award closeout process pursuant to 2 C.F.R. 200.344.

Section 3: Representations and Warranties

3.1 Subrecipient's Representations and Warranties

By entering into this Agreement, Subrecipient represents and warrants to the City that:

- (1) Subrecipient is eligible to receive the SLFRF funding that will be disbursed pursuant to this Agreement.
- (2) All of the SLFRF funds will be used in compliance with the requirements of ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, as now in effect and as may be amended during the term of this Agreement, as well as the Department of Treasury's Interim Final Rule and Final Rule, issued pursuant to the SLFRF.
- (3) The project and activities to be funded pursuant to this Agreement are undertaken in response to the COVID-19 public health emergency and its negative economic impacts.
- (4) Subrecipient and Subrecipient's employees, agents, contractors, principals, officers, and other persons engaged in carrying out the project are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in Federally assisted projects or Federal funding.

Section 4: Disbursement of Funds

4.1 Payment The City shall disburse SLFRF funds to the Subrecipient for qualified expenditures in a total amount not to exceed one million dollars (\$1,000,000) as proposed in the attached **Exhibit B – Disbursement of Funding**, or as otherwise decided by the City in its sole discretion. The Subrecipient acknowledges that the SLFRF is Federal funding passed through the City and is made available to respond to negative economic impacts of the COVID-19 pandemic. All payments shall be applied in accordance with **Exhibit C - Budget**.

4.2 Payment Contingent on Compliance Certification

Payment shall be contingent upon Subrecipient's certification of adherence to all applicable grant administrative requirements, cost principles and audit requirements in accordance with the standards specified in 2 CFR Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds*.

4.3 Executory Clause

In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Agreement to the Subrecipient or to anyone else beyond funds appropriated and available for disbursement under this Agreement. Subrecipient acknowledges and agrees that the SLFRF funding referenced herein is the sole source for funding the payments to be made hereunder, and that the funding is subject to the control of the U.S. Treasury and may be encumbered, withdrawn, or otherwise made unavailable to the City, whether earned by or promised to Subrecipient. Subrecipient shall not be paid unless and until the SLFRF funds are paid to the City by the U.S. Treasury. No other funds owned or controlled by the City shall be obligated under this Agreement and nothing herein constitutes a pledging or obligating of City funds, its General Fund, or any real and personal property taxes, sales taxes, or any other municipal revenues. Subrecipient acknowledges and agrees that this Agreement shall be considered executory to the extent Federal funding is relied upon by the City, and that in the event such funding shall not be forthcoming, the Agreement may be terminated by the City upon reasonable prior written notice to the Subrecipient.

4.4 Non-Assignment Clause

This Agreement may not be assigned in whole or in part by the Subrecipient, nor may its right, title or interest herein be assigned, transferred, conveyed, or otherwise disposed of.

4.5 Delayed or Withheld Payments

Payments to Subrecipient may be delayed until satisfactorily detailed reports and accompanying source documents as required by this Agreement have been received and verified by the City. Payment may be withheld if Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award or this Agreement, or is delinquent in a debt to the United States.

4.6 Rights of Administrative Offset and Recovery by City

The City reserves the right to offset and liquidate funds available under this Agreement for costs incurred by the City on behalf of or on account of the Subrecipient, or for overpayments or misapplied funds. The City also reserves the right to recover funds from the Subrecipient by any other remedial action that may be legally available.

4.7 Repayment by Subrecipient

Subrecipient shall repay to the City all funds that Subrecipient was or is not lawfully eligible or entitled to receive, keep, spend, or otherwise transfer.

4.8 Administrative Fees

The Subrecipient shall not be entitled to take any fees or other charges for administering the ARPA funds transferred to the Subrecipient pursuant to this Agreement.

Section 5: Reporting and Other Requirements for Receiving SLFRF Funding

5.1 Subaward All SLFRF funds transferred to the Subrecipient under this Agreement shall be deemed a subaward given for the purpose of conducting the community enhancing activities specified in **Exhibit A** to further the goals of the SLFRF. As the original Recipient and Grantee of the SLFRF award, the City has the duty to ensure that all applicable Federal guidelines are met by both the City and every entity receiving SLFRF money from the City. To be eligible for the subaward, the Subrecipient must comply with the SLFRF guidelines. The document entitled *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds* contains the complete guidelines and is available at the U.S. Department of Treasury website at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. It is updated often. The Subrecipient shall comply with the current guidelines.

5.2 Reporting The Subrecipient shall provide documents and report to the City as required by **Exhibit D – Subrecipient Reporting Requirements** in accordance with the schedule specified therein, and shall include in its reporting a detailed accounting of the uses of the funds transferred to the Subrecipient and such other information as the City may require. Subrecipient also agrees to comply with any reporting obligations established by the U.S. Department of Treasury as they relate to this subaward. Reporting may include, but is not limited to:

(1) Semi-Annual Progress Report: This Report shall document the status of the Subrecipient’s efforts to meet the goals and objectives of this Agreement, and shall be submitted semi-annually.

(2) Financial Status Report: This Report shall document the expenses incurred by the Subrecipient while implementing the program, and shall be submitted quarterly.

5.3 Compliance with 2 CFR Part 200

The Subrecipient shall comply with 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. This covenant shall apply to all funding received from the City pursuant to this Agreement and all related projects or services. Compliance shall include but not be limited to:

(1) Compliance with SLFRF’s eligible and restricted uses of funds, including implementation of effective controls to ensure that each expenditure of

funds is an eligible use and to maintain adequate documentation for each such expenditure.

- (2) Implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- (3) Maintenance of procedures for obtaining information related to beneficiaries of SLFRF funds and monitoring of the implementation of such procedures.
- (4) Maintenance of records and financial documents for five years after all funds have been expended or returned to Treasury and providing or making available such records to any authorized oversight body upon request.
- (5) Implementation of policies and controls that calculate, document, and record any income the Subrecipient receives from SLFRF.
- (6) Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the uniform guidance at 2 CFR Section 200.317 through 2 CFR Section 200.327, as applicable.
- (7) Compliance with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including ensuring that the Subrecipient, its officers, employees, agents, and contractors do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- (8) Establishing controls to ensure completion and timely submission of all mandatory performance and compliance reporting.

5.4 Federal Single Audit

If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000.00) or more in Federal awards during the Subrecipient's fiscal year, a single audit or program-specific audit of Federal expenditures for that year shall be performed as required by the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. Upon completion of the required audit, the Subrecipient shall provide the City with a copy of the audit in accordance with the schedule in **Exhibit D**.

5.5 Further Reporting

Upon the City's request, and in addition to any other reporting requirements, the Subrecipient shall promptly provide to the City all information and documents that the City deems necessary to comply with any applicable reporting obligation. This covenant shall survive for five years after the expiration of the term of this Agreement.

Section 6: Record Retention and Access

6.1 Maintenance of Required Records

The Subrecipient shall maintain all records required by Federal regulations at 24 CFR 570.506 and 2 CFR Part 200, as pertinent to the activities to be funded under this Agreement and as necessary for complete, accurate, and timely compliance reporting. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken.
- (2) Records demonstrating that each activity undertaken meets one of the national objectives of the ARPA program.
- (3) Records required to determine the eligibility of activities.
- (4) Adequate documentation to support costs charged to the ARPA Program.
- (5) Records detailing the procurement procedures followed.
- (6) Records documenting compliance with the equal opportunity components of the ARPA program.
- (7) Other records necessary to document statutory and regulatory compliance.

6.2 Retention of Required Records

Financial records, supporting documents, statistical records, and all other records pertinent to this Federal award must be retained in accordance with 2 CFR Section 200.334, except that the period to retain records under this Agreement shall be extended to not less than five years.

6.3 Access to Records

In accordance with 2 CFR Section 200.337, and for as long as the records are retained, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, shall have the right of unrestricted access to any documents, papers, or other records of the Subrecipient which are pertinent to this Federal award, to make copies, audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

Section 7: Remedies for Noncompliance

7.1 Rights of the City

The City may impose additional conditions, as described in 2 CFR Section 200.208, if the Subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, or fails to meet expected performance goals, or is not otherwise responsible. These conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments.
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period.

- (3) Requiring additional, more detailed financial reports.
- (4) Requiring additional project monitoring.
- (5) Requiring the non-Federal entity to obtain technical or management assistance.
- (6) Establishing additional prior approvals.

7.2 Notification to Subrecipient

In the event the City imposes additional conditions, the City will notify the Subrecipient as to the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirements, the time allowed for completing the actions if applicable, and the method for requesting reconsideration of the additional requirements imposed. Any additional requirements will be removed once the conditions that prompted them have been satisfied.

7.3 Further Compliance Actions

In accordance with 2 CFR Section 200.339, if the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency;
- (2) Disallow all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the award;
- (4) Recommend suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (5) Withhold future awards for the project or program;
- (6) Take any other remedial action that may be legally available.

7.4 Termination by City

In addition to the termination provisions of 2 CFR Section 200.340, and subject to the notification and appeal rights contained in 2 CFR Sections 200.341 and 200.342, the City also may suspend or terminate this Agreement if the Subrecipient:

- (1) Fails to comply with the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies, or directives as are or may become applicable to this Agreement or the Federal award.
- (2) Fails to fulfill in a timely and proper manner its obligations under this Agreement or materially breaches the terms and conditions of this Agreement or the Federal award.
- (3) Uses funds under this Agreement ineffectively or improperly.

- (4) Submits reports that are untimely, incomplete, or inaccurate in any material respect.

7.5 Opportunity to Cure

Except in emergency circumstances, in the event that the City serves a notice of termination, the Subrecipient shall have no less than twenty (20) days to cure any default under this Agreement. The period of cure may be extended as the parties may agree if the cure is diligently pursued.

Section 8: Return of Funding

8.1 Recovery by the United States

If the U.S. Government ever seeks to recover funds that the City transferred to the Subrecipient pursuant to this Agreement, whether under section 603(e) of Title VI of the Social Security Act or any other applicable law or regulation, then the Subrecipient shall defend, indemnify, and hold the City harmless (including from reasonable attorney's fees and costs of litigation) and shall repay to the U.S. Government all funds determined to be subject to recovery, together with any additional fines and penalties.

8.2 Recovery by the City

In addition to any other available remedy, the City shall have the right to offset or otherwise recover any funds used by the Subrecipient in violation of this Agreement or ARPA, together with any applicable fines and penalties.

Section 9: Conduct and Restrictions

9.1 Prohibited Activity

No funds provided under this Agreement shall be used for political activities of any kind, inherently religious activities, lobbying, political patronage, or nepotism.

9.2 Hatch Act

No funds provided under this Agreement shall be used in any way or to any extent in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

9.3 Religious Activities

No funds provided under this Agreement shall be used for explicitly religious activities (such as worship, religious instruction, or proselytization), as provided by 24 CFR Section 5.109(e).

9.4 Conflicts of Interest

- (1) Subrecipient shall comply with the provisions of 2 CFR Section 200.112.

- (2) Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- (3) No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (4) No covered persons (employees, agents, consultants, officers, or elected or appointed officials of the Grantee, the Subrecipient, or any designated public agency) who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter.

9.5 Lobbying

Subrecipient hereby certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

9.6 Copyright

If this Agreement results in any copyrightable material or inventions, the City and the U.S. Treasury reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

Section 10: Environmental Conditions

10.1 Air and Water

The Subrecipient shall comply with all environmental laws and requirements insofar as they apply to the performance of this Agreement and the projects to be undertaken pursuant hereto, including but not limited to:

- (1) Clean Air Act, 42 U.S.C. 7401 *et seq.* and all regulations and guidelines issued thereunder.
- (2) Federal Water Pollution Control Act, 33 U.S.C., 1251 *et seq.* and all regulations and guidelines issued thereunder.

10.2 Flood Disaster Protection

As a condition of receiving SLFRF funds pursuant to this Agreement, the Subrecipient shall obtain and maintain adequate flood insurance under the National Flood Insurance Program for any acquisition or construction activities located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

10.3 Further Environmental Covenants

The Subrecipient covenants that the project will comply in all material respects with all environmental laws and regulations, and except as permitted by applicable law or regulation, that: (i) no pollutants, contaminants, solid wastes, toxins, or other hazardous substances will be stored, treated, generated, disposed of, or allowed at, in, or on the project site; and (ii) the Subrecipient will take all reasonable, prudent, and necessary steps to prevent a release of hazardous substances or materials at, in, or on the project site, or into or onto any other property, or into or onto any facility or waterway. Upon receiving any information contrary to the representations and covenants contained in this section or any notice of discovery or release of hazardous substances, Subrecipient shall immediately notify the City in writing disclosing full details regarding the same and shall also notify appropriate governmental officials as required by applicable laws or regulations. The Subrecipient hereby releases the City and the U.S. Department of Treasury from all liability with respect to, and agrees to defend, indemnify, and hold harmless the City and the U.S. Department of Treasury, their respective officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorney's fees) related in any way to any violation of the covenants in this section or to any inaccuracy of the representations contained in this section. In the event the City has reasonable grounds to believe that a violation of this section has occurred, and in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or

to have an environmental audit performed with respect to the project site, the Subrecipient agrees to pay the expenses of same to the City, within ten (10) days of demand therefor.

Section 11: Workers' Compensation

11.1 Workers' Compensation Coverage

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

Section 12: Non-Discrimination Requirements

12.1 Non-Discrimination Requirements

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

Section 13: Wages and Hours Provision

13.1 Wages and Hours

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Subrecipient's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in those statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Subrecipient and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Subrecipient understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the City of any City approved sums due and owing for work done upon the project.

Section 14: Apprenticeship Program

14.1 Approved Program Required

As authorized by New York Labor Law Section 816-B and as required by Troy City Council Resolution 2019-72, dated October 3, 2019, any contractor (including its subcontractors) entering into a construction contract with the City for a total dollar amount of \$100,000.00 or more must have in place an Apprenticeship Program approved by the N.Y.S. Commissioner of Labor. This requirement applies to all construction contracts advertised for bid on or after November 1, 2019.

Section 15: Equal Employment Opportunities for Minorities and Women under Section 312 of the Executive Law

15.1(a) The Subrecipient will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

15.1(b) At the request of the City, 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, color, national origin, sex, age, disability, or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Subrecipient's obligations herein;

15.1(c) The Subrecipient shall state in all solicitations or advertisements for employees, that, in the performance of the City contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

Section 16: Governing Law and Venue

16.1 Governing Law

This Agreement shall be governed by the laws of the State of New York excluding its conflict of laws jurisprudence, except where the Federal supremacy clause requires otherwise.

16.2 Venue

The parties agree that the proper venue for any action arising out of the Agreement shall be Rensselaer County Supreme Court or the United States District Court for the Northern District of New York.

Section 17: Service of Process

17.1 Service of Process

In addition to all the methods of service allowed by the New York Civil Practice Law & Rules, Subrecipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Subrecipient's actual receipt of process or upon the return of the receipt to the City by the United States Postal Service as refused or undeliverable. Subrecipient must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Subrecipient will have thirty (30) calendar days to respond after service hereunder is complete.

Section 18: Amendment

18.1 Amendment

This Agreement may be amended, supplemented, modified, or otherwise changed only by a written instrument duly executed by the parties.

Notwithstanding, the City may, in its discretion, require an amendment or modification of this Agreement to conform with Federal, State, or local law, governmental guidelines, policies, regulations, and available funding amounts, or for other lawful reasons. If such amendment or modification results in a material change in the funding, the scope of services, or the schedule of the project activities to be undertaken as part of this Agreement, it will be incorporated only by written amendment signed by both the City and the Subrecipient.

Section 19: Insurance

Subrecipient shall procure and maintain insurance for protection from all claims arising out of Subrecipient's services, work, operations, and activities. Subrecipient must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Subrecipient, or any subcontractor of the Subrecipient, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The City of Troy (including its officers, agents, and employees) shall be named an Additional Insured on Subrecipient's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages. Subrecipient will procure and maintain at its own expense the following coverages:

1. Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
 - a. Liability insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured contract" exception to the employers liability exclusion; or
 - iii. Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
 - b. Subrecipient shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Subrecipient will maintain certificates of insurance for all subcontractors as part of the Subrecipient's records.

2. Professional Liability/Errors & Omissions coverage of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim. (*Not Applicable*).
3. Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
4. Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any motor vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.
5. Commercial umbrella insurance coverage of not less than Five Million Dollars (\$5,000,000).

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the City of Troy Corporation Counsel, and shall provide:

1. *Additional Insured*. The City of Troy (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Subrecipient's services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Subrecipient's acts or omissions.
2. *Per Project Aggregate*. The insurance policies shall cover premises operations and completed operations on a per project basis.
3. *Waiver of Subrogation*. As to every type and form of insurance coverage required from the Subrecipient, there shall be no right of subrogation against the City of Troy, its officers, agents, or employees. If any of Subrecipient's policies of insurance prohibit such a waiver of subrogation, Subrecipient shall secure the necessary authorization from its insurance carrier to make this waiver effective.
4. *Waiver of Indemnities*. The Subrecipient waives any right of action it and/or its insurance carrier might have against the City of Troy (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.

5. The Certificate of Insurance shall be in form and content satisfactory to the City of Troy Corporation Counsel. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided to the Corporation Counsel upon request.
6. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
7. The insurance policies shall be renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Subrecipient has delivered to the City proof of issuance of all policies of insurance required by the Agreement to be procured. If at any time, any of the insurance policies shall be or become unsatisfactory to the City, Subrecipient shall promptly obtain a satisfactory policy and submit proof of the same to the City for approval. Upon failure of Subrecipient to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at the election of the City, be suspended, discontinued, or terminated. Failure of Subrecipient to procure and maintain any required insurance shall not relieve the Subrecipient from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Subrecipient concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Subrecipient, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Subrecipient shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City shall be provided to the City before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Subrecipient, or its subcontractors, of any other responsibility or liability under this Agreement.

The City of Troy Corporation Counsel, in his or her sole discretion, may for good and sufficient reason approve in writing a variance from the insurance requirements herein.

Section 20: Waiver and Indemnification

The promises in this section are separate from the insurance requirements of this Agreement. They shall apply whether or not the insurance requirements are fulfilled, and shall survive the termination of this Agreement.

Subrecipient waives any and all claims and recourse against the City or the U.S. Treasury, including without limitation the right of contribution for loss or damage to person or property, arising out of or in any way connected with or incidental to Subrecipient's performance of this Agreement. Subrecipient will indemnify, hold harmless, and defend the City and the U.S. Treasury against any and all claims, demands, damages, costs, expenses, or liability arising out of Subrecipient's performance of this Agreement.

The Subrecipient shall defend, indemnify, and hold the City harmless from any and all liability to the Federal government for recapture of the SLFRF funds transferred to Subrecipient pursuant to this Agreement and shall make the City whole for any and all liabilities or costs associated with any recapture of those funds.

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

representatives, and distributees), arising out of or in consequence of Subrecipient's services, work, operations, or activities or omissions on property owned by the City of Troy, all to the fullest extent allowed by law.

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

Section 21: Termination for Cause

The City of Troy reserves the right to terminate this Agreement at any time for cause. The violation of any provision or condition contained in the Agreement, or the refusal, failure, or inability to carry out any provisions of the Agreement shall constitute sufficient grounds to terminate the Agreement for cause. Should the City of Troy elect to terminate this Agreement for cause, the City of Troy will send written notice to the Subrecipient via certified U.S. mail no less than twenty (20) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. Immediate dismissals for cause may be executed if deemed necessary by the City of Troy.

Section 22: Termination for Convenience

The City of Troy may terminate this Agreement and subaward in whole or in part for convenience. If the City determines, in its sole discretion that such termination is in the best interests of the City, written notice of termination shall be sent via certified U.S. mail no later than thirty (30) days prior to the termination date. The notice shall set forth the reasons for the termination, the effective date, and, in the case of a partial termination, the part of the Agreement and subaward to be terminated. In that event, the City shall pay the Subrecipient for invoices previously submitted in accordance with this Agreement and a pro-rata payment for services rendered prior to the date the termination is effective.

Section 23: Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall remain in full force and effect.

Section 24: Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience and shall not limit the terms of this Agreement. The Agreement shall be interpreted as a whole.

Section 25: Waiver

The City’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. Absent an express written waiver signed by the City, there shall be no estoppel against the City and any alleged detrimental reliance by the other party shall be deemed to be unreasonable.

Section 26: Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Subrecipient for the subaward of the SLFRF funds to be disbursed under this Agreement and the projects to be performed. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Subrecipient Agreement on the day and year first written above.

City of Troy, New York

by: _____
Wm. Patrick Madden, Mayor of Troy

Approved as to Form and Authority to Execute

by: _____
Richard T. Morrissey
City of Troy Corporation Counsel

Troy Community Land Bank Corporation

by: _____
Tony Tozzi, Executive Director, TCLB

ACKNOWLEDGEMENTS

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

On this _____ day of _____, 2022, before me, the undersigned, personally appeared Tony Tozzi, Executive Director of the Troy Community Land Bank Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

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

On this _____ day of _____, 2022, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York