

**RESOLUTION TO ENTER INTO A PROPERTY MAINTENANCE AGREEMENT
WITH TROY REHABILITATION IMPROVEMENT PROGRAM, INC.**

A regular 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) 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) on March 31, 2021 at 6:30 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
Suzanne Spellen	Vice-Chair
Elbert Watson	Treasurer
Brian Barker	Secretary
Andrew Cooper	Member
Jeanette	Member
Nicholson John	Member
Cubit	Member
John Carmello	Member
Patricia Reilly	Member

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WHEREAS, TCLB contracts with third party vendors to provide such routine property maintenance services to its portfolio of properties; and

WHEREAS, TCLB entered into a contract with the Troy Rehabilitation Improvement Program, Inc. (TRIP) on or about October 1, 2016 and a subsequent amendment was made thereto on April 14, 2017; and

WHEREAS, the contract expired as between TCLB and TRIP as of December 31, 2020; and

WHEREAS, TCLB issued a Request For Proposals for Property Maintenance Services; and

WHEREAS, TRIP responded to TCLB’s Request For Proposals and the Staff and Board of

Directors has reviewed said proposal, a copy of which is attached hereto; and

WHEREAS, TRIP was the lowest responsible bidder; and

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

1. The Property Maintenance Agreement with **TROY REHABILITATION IMPROVEMENT PROGRAM, INC** is hereby awarded and approved; and
2. 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>Yes</u>
Suzanne Spellen	Vice-Chair	VOTING <u>Yes</u>
Elbert Watson	Treasurer	VOTING <u>Abstain</u>
Brian Barker	Secretary	VOTING <u>Yes</u>
Andrew Cooper	Member	VOTING <u>Yes</u>
Jeanette Nicholson	Member	VOTING <u>Yes</u>
John Cubit	Member	VOTING <u>Yes</u>
John Carmello	Member	VOTING <u>Yes</u>
Patricia Reilly	Member	VOTING <u>Yes</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.

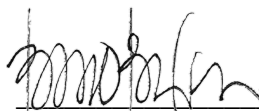
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned Secretary of the TROY COMMUNITY LAND BANK CORPORATION DOES HEREBY CERTIFY, that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Land Bank, including the Resolution contained therein, held on March 31. 2021 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Land Bank had due notice of said meeting; (B) said meeting was in all respects duly held pursuant to Governor's Executive Order 202.1 (2020) 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); (D) there was a quorum of the members of the Land Bank present throughout said meeting; and (E) Pursuant to the Land Bank Bylaws, a majority of the Board has voted to approve this resolution.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Land Bank this 6th day of April, 2021.



Brian Barker, Secretary

(SEAL)

SCHEDULE A

PROPOSAL

**AGREEMENT
BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION
AND TROY REHABILITATION & IMPROVEMENT PROGRAM**

For Property Maintenance Services

THIS AGREEMENT is made by and between the Troy Community Land Bank Corporation, a charitable organization under the laws of the State of New York, acting by and through its Executive Director, with a principal office at 200 Broadway, Suite 701, Troy, New York 12180 (hereinafter, the “Land Bank”), and Troy Rehabilitation & Improvement Program Inc. a not-for-profit community development agency with its principal office at 415 River Street Third floor Troy, New York 12180 (hereinafter, the “Contractor”).

W I T N E S S E T H:

WHEREAS, the Land Bank owns certain unoccupied properties, some standard lots and corner lots, all of which are located in the City of Troy, New York; and

WHEREAS, the Land Bank has heretofore requested proposals for Property Maintenance Services (hereinafter, the “Services”) to be rendered for the current and future lots and vacant buildings owned by the Land Bank, (hereinafter, the “Property”), said request having been issued and published by the Land Bank on February 3, 2021 (hereinafter called the “RFP”) requesting proposals to be submitted no later than March 1, 2021; and

WHEREAS, in response thereto, Contractor has submitted a proposal with estimates on February 25, 2021 to render the requested Services (hereinafter called the “Proposal”); and

WHEREAS, the Land Bank has accepted the Proposal of the Contractor to provide the aforesaid Services as the responsible bidder who meet the terms of the RFP; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 All work by the Contractor will be directed by The Executive Director or other designated person of the Land Bank.

Contractor shall remove debris including but not limited to, branches, compost, household garbage, furniture, tires, etc. All debris shall be cleared from the property and hauled to the local county dump sites to be disposed of as required by New York State Law and City of Troy Regulations.

- 2.2 Contractor shall also provide Lawn Maintenance for each of the agreed upon properties services will be performed at the Land Bank's request or as often as deemed necessary by Contractor with prior written or verbal approval by Land Bank.

- 2.3 Contractor shall also provide additional services including, tree cutting, trimming and window/door Board-up services as needed/requested.

- 2.4 The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules and regulations and all orders and rules of any duly constituted authorities affecting the Properties or bearing on the performance of the Services.

- 2.5 The Contractor shall provide all labor, materials, and equipment necessary to perform and complete the Services. The prior written approval of the Owner will be required for any expenditure which exceeds two thousand (\$2,000.00) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project. In the latter event, the Agent will inform the Owner of the facts as promptly as possible.

Bids and Purchase Discounts, Rebates or Commissions: The Owner and the Agent agree to obtain contract materials, supplies and services at the lowest possible cost and on the terms most advantageous to the project and to secure and credit to the project all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other transactions on behalf of the project.

- 2.6 The Services shall be performed in a good, proper, timely, and workmanlike manner, in accordance with standard industry practices.

- 2.7 Emergency requests will be received and serviced on a 24 hour basis. Complaints of a serious nature will be immediately reported to the Land Bank Executive Director and in no case later than the next business day after receipt of such notice.

.Identity of Interest.

- (1) An Identity of Interest relationship exists if any officer, director, board member or authorized agent of any development team member (consultant, general contractor, attorney, seller of land, etc):

- a. is also an officer, director, board member or authorized agent of any other development team member; or
- b. has any financial interest in any other development member's firm or corporation; or
- c. is a business partner of an officer, director, board member, or authorized agent of any other development team member or
- d. has a family relationship through blood, marriage or adoption with an officer, director, board member or authorized agent of any other development team member, or
- e. Advances any funds or items of value to the borrower/sponsor.

The Owner and Agent agree that all goods and services purchased from individuals or companies having an identity of interest with the Agent or Owner shall be purchased at costs not in excess of those that would be incurred in making an arms-length transaction on the open market. The Agent and Owner further agree to avoid the practice of purchasing from individuals or corporations that represent any identity of interest. Further, that Owner or Agent will disclose all relationships that could be construed as an Identity of Interest before any transactions or promise of transactions occur.

ARTICLE III. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the Land Bank agrees to pay and the Contractor agrees to accept payment as follows:

Hourly Rates:

CONTRACT MANAGER: Billed in half hour increments, up to 27.5 hours per week at \$27.48 per hour plus a 20% fringe per half hour and a 20% overhead.

FACILITIES CREW LEAD: Billed in half hour increments, up to 27.5 hours per week at \$16.00 per hour plus a 20% fringe per half hour and a 20% overhead.

FACILITIES CREW: Billed in half hour increments, up to 27.5 hours per week at \$12.50 per hour plus a 20% fringe per half hour and a 20% overhead.

Any increase in the rates must be agreed upon in writing by the Parties.

Regular work hours of Contractor is Monday through Friday 8:30am to 4:30 pm with the exception of the following paid TRIP holidays: New Years, Martin Luther King, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day. Should the Executive Director of the Land Bank determine that he/she wants to have the Contractor work on one of the ten TRIP holidays, billing would be at double time plus 20% plus 20%.

Emergencies: Should the Director request emergency or after hours services from Contractor (that is a non-TRIP holiday), the negotiations of offering Comp time or overtime will be between the Land Bank Executive Director and the Contractor. Services will be billed

according to the agreement of each specific incidence. Neither party is required to accept the direction of the other in an emergency or after-hours situation.

Work Planning and Scheduling Direction will be provided by the Executive Director, Land Bank to Contractor (Independent contractor) as to work scope and level of urgency to each item. Hours each week may be flexible depending on Land Bank needs and possible additional availability by Contractor. Time sheets will be submitted on a weekly basis to Executive Director of Land Bank. At no time will there be a billing of more than 27.5 hours in one week without prior written authorization by the Executive Director of the Land Bank. This task can be completed with a signed purchase order completed and provided by Contractor, signed by the Land Bank prior to starting additional work hours.

3.3 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

3.4 The Land Bank is not subject to federal, state or local taxes.

ARTICLE IV. PAYMENT

Payment shall be made to the Contractor by the Land Bank on a net thirty (30) basis upon the Contractor's submission of invoice(s), plus any supporting documentation, to Land Bank's principal office location, attention to: **Anthony Tozzi, Executive Director**, Land Bank. The invoice is subject to acceptance by the Land Bank. Payment shall be in the form of a bank check and will be mailed to the Contractor's principal office.

ARTICLE V. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for a period of one year, unless terminated sooner as provided herein.

ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the Land Bank or the Contractor as follows:

6.1.1 The Land Bank may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to Land Bank-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the Land Bank may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Land Bank may determine.

6.1.2 The Contractor may terminate this Agreement if the Land Bank is substantially in breach of it. A Breach could be determined by lack of timely payments, lack of clear direction and/or instruction to Contractor, refusal to pay for agreed upon services or additional services. Should Contractor believe that the Land Bank has committed a Breach, Contractor will notify the Land Bank in writing of specific breach or breaches and allow 5 business days to negotiate a remedy mutually agreeable to both parties.

Should a remedy not be determined, both parties may seek to terminate this Agreement.

- 6.2 In the event of a breach by the Contractor, the Contractor shall pay to the Land Bank all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute Contractor to satisfactorily complete the work, together with the Land Bank's own costs incurred in procuring a substitute Contractor. A Breach by the Contractor would include a refusal to complete work within a timely manner (generally within 14 business days for directed routine work and 72 hours for emergency work excluding unforeseen circumstances such as waiting on utility company work, back orders of certain parts or materials outside of the Contractor's control. In this type of event, the Land Bank would need to provide in writing Notice of Breach of contract and allow 5 business days for remedy before ending contract and demanding repayment for incurred Land Bank costs.

ARTICLE VII. ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES

- 7.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Legal Consultant, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.
- 7.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.
- 7.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Land Bank for services completed prior to the cancellation or termination shall be paid to the Contractor.

ARTICLE VIII. PROHIBITION OF CONTRACT ASSIGNMENT

- 8.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the Land Bank.
- 8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the Land Bank. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Land Bank may deem necessary or appropriate.

ARTICLE IX. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the Land Bank and the Land Bank shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE X. NON-DISCRIMINATION

In accordance with 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 Contractor agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE XI. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled "Iranian Energy Sector Divestment." By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XII. INDEPENDENT CONTRACTOR STATUS

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the Land Bank for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the Land Bank.

ARTICLE XIII. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims,

damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

Likewise,

The Land Bank agrees to indemnify and hold harmless the Contractor of and from all claims, actions, causes of action and losses including reasonable attorney fees and court costs arising out of or in any way related to any matter and/or endeavor undertaken by the Contractor under and/or pursuant to the terms of this Agreement and /or in accordance with the direction of the Land Bank's Board of Directors to the extent such claims, actions, causes of action and losses are not occasioned by the Contractor's gross negligence or willful or criminal wrongdoing.

ARTICLE XIV. INSURANCE COVERAGE

- 14.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.
- 14.3 All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

ARTICLE XV. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Land Bank in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor. Unless otherwise required by law, Contractor also warrants that the prices which have been quoted in its Proposal have not been

knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or to any competitor. Contractor also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

ARTICLE XVI. NO WAIVER OF PERFORMANCE

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE XVII. ADDITIONAL WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the Land Bank of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the Land Bank.

The terms of this contract applies to any additional work that Contractor may undertake for the Land Bank. Any additional work shall be outlined in an attached addendum signed by both parties.

ARTICLE XVIII. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XIX. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE XX. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE XXII. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE XXIII.. GOVERNING LAW AND LEGAL ACTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Rensselaer. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

ARTICLE XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE XXV. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

TROY COMMUNITY LAND BANK CORPORATION

DATED: _____

BY: _____

Anthony Tozzi
Executive Director

**TROY REHABILITATION & IMPROVEMENT
PROGRAM, INC**

DATED: _____

BY: _____

Christine Nealon
Executive Director

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared **Anthony Tozzi, Executive Director** 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the ____ day of _____, 2021, before me, the undersigned, personally appeared _____ 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

TROY COMMUNITY LAND BANK CORPORATION HOLD HARMLESS AGREEMENT

TROY COMMUNITY LAND BANK CORPORATION requires:

Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided below and in Schedule A of the Contract. The insurance policies shall name the Land Bank as the insured and Enterprise Community Partners, Inc., as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.

Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.

All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

- A. Commercial General Liability (ACORD 25 & ACORD 855) coverage with limits of liability not less than:
- One Million Dollars (\$1,000,000.00) per occurrence
 - Two Million Dollars (\$2,000,000.00) annual aggregate
 - Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

 - Deductible should be no more than \$5,000
 - Must include a list of exclusions
 - No warranties

- Endorsements must include:
 - Additional Insured including Premises operations and product/Completed Operations
 - Waiver of Subrogation
 - 30 days notice of cancellation
 -

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than:

- One Million (\$1,000,000) combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.
- Endorsements must include:
 - Waiver of Subrogation
 - 30 days notice of cancellation

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

C. Environmental Pollution Liability

- One Million (\$1,000,000) limit to new construction projects, rehabilitation, abatement, or demolition
 - Waiver of Subrogation
 - 30 days notice of cancellation

D. Workers' Compensation and Employers' Liability coverage in form and amounts required by law. Certificate of Insurance (ACORD 25) evidencing the insurance.

The Troy Community Land Bank Corporation and Enterprise Community Partners, Inc. must be named as Additional insureds.

For All Insurance Policies:

- Carrier must be rated “A-“ or higher in the AM Best Guide with a Financial Size Category of at least VI
- Policy must be current and not expired, and include all endorsements
- Named insureds must be the full legal names as follows:

Troy Community Land Bank Corporation
200 Broadway
Troy, New York 12180

Enterprise Community Partners, Inc.
1 Whitehall Street, 11th Floor
New York, New York 10064

The successful bidder shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. All required insurance policies shall provide a waiver of subrogation in favor of the Troy Community Land Bank Corporation. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work. In addition to the Certificate of insurance (Acord 25) the contractor must provide an (Accord 855) form to the Land Bank.

Note:

For the purposes of insurance certificates, "Contractor" refers to any entity that contracts with the Troy Community Land Bank Corporation.

On General Liability Insurance: Commercial General Liability insurance naming Enterprise Community Partners, Inc., as additional insured is required for all Grantees, as well as of any party responsible to complete the scope of work, directly or indirectly. By way of example, if the Grantee is reliant on one or more development partners to complete rehabilitation or construction work and the development partners in turn will be contracting with a general contractor, then both the development partners and the general contractor will be required to name Enterprise Community Partners, Inc., as additional insured on their Commercial General Liability insurance.

HOLD HARMLESS

The Contractor shall indemnify and save harmless the Troy Community Land Bank Corporation, the City of Troy, and the Enterprise Community Partners, Inc., and their Agents and Employees (hereinafter referred to as "Owner"), from and against all claims, damages, losses and expense (including but not limited to, attorneys' fees), arising out of, or resulting from, the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the negligent act or omission of Contractor or its Employees, Agents or Subcontractors.

TROY REHABILITATION & IMPROVEMENT PROGRAM, INC

DATED: _____

BY: _____

Christine Nealon
Executive Director

SCHEDULE B

1. RFP or RFQ;
2. the Land Bank Grantee Agreement between the Troy Community Land Bank and Enterprise Community Partners, Inc.
3. Response to RFP or RFQ.



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**RENSSELAER COUNTY
HOUSING RESOURCES**

**TRIP REALTY
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CORPORATION**

**TRIP & RCHR
MAIN OFFICE**
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3RD FLOOR
TROY, NY 12180
TEL: 518.272.8289
FAX: 518.272.1950

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FAX: 518.274.0102

Email
info@triponline.org
Website
www.triponline.org

TTY: 800.627.3529



NeighborWorks®
CHARTERED MEMBER



Mr. Anthony Tozzi
Executive Director
Troy Community Land Bank
200 Broadway, Suite 701
Troy, New York 12180

Dear Mr. Tozzi:

We are pleased to submit our proposal to provide property management and maintenance services to Troy Community Land Bank for the next 12 months. We feel the TRIP Realty Management Corporation (TRMC) is the firm best qualified to provide these services for your organization based on:

1. Our substantial experience with regard to providing these services to you since November of 2016.
2. Our substantial experience with regard to providing these services to Troy-based organizations since 1982. We provide services to the following:
 - Troy Rehabilitation and Improvement Program, Inc.
 - Hillside Acres Associates, LP.
 - Hillside Redevelopment Associates, LP.
 - The School 10 Housing Development, owned by the Troy Architecture Practice, PLLC.
 - Blue River Development Associates, LP.
 - Unity House of Troy, Inc.
3. Our ability to provide quality services on a timely basis for reasonable fees.
4. Our related mission to encourage economic growth, long-term sustainability, and new opportunities for all of Troy's residents.

Our depth of experience working with both non-profit and for-profit realty owners should provide peace of mind that your Organization will be served by a highly competent team of professionals committed to assist in whatever capacity you require. We understand that for our services to be valuable to your Organization, we need to provide more than just property management and maintenance services. At TRMC we take a proactive approach to our client relationships through constant communication and understanding. We are available throughout the year to answer questions and address concerns that may arise.

We would consider it a distinct privilege to provide professional services as outlined in the letter. Please contact us if there are any questions regarding this proposal.

Kind Regards,

TRIP Realty Management Corporation

Noah Baum
COO



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Organizational Background

TRIP Realty Management Corporation was founded in 1982 as the management entity for the Troy Rehabilitation and Improvement Program Inc. (TRIP), a nonprofit based in Troy NY. TRMC is a for-profit corporation that manages over 200 rental units. Roughly 150 of these units are subsidized by HUD. The entity also owns and rents roughly 30 conventional units within Troy, NY.

Organizational Qualifications

TRMC employs over 21 real estate management professionals with 4 managers and directors located in Troy NY. TRIP & TRMC was awarded "Exemplary" status by Neighborworks America in both 2019 and 2020. This status means that TRIP & TRMC are in the top 50 percentile in the nation in terms of unit and community investment per capita. Simply put, your management fees will stay in Troy NY.

TRMC has also been managing your properties since November of 2016. This means that our organization would not require any on-boarding time and can continue services as currently rendered. It also means that we are more adaptable to any changes in requested services since we already have experience with your real estate portfolio.

Staff Qualifications and Experience

Achieving our present position in the profession has come as a result of being responsive to the needs of our clients. A combination of a coordinated team approach and up-to-date knowledge allows for the most efficient approach to providing comprehensive professional services. Accordingly, we will assemble an engagement team that will include a Chief Operating Officer, Facilities/Contract Manager, Facilities Crew Lead, and a Facilities Crew Member. Additional information regarding these individuals are as follows:

Chief Operating Officer – Noah Baum, hired in February 2016, Noah has over 33 years of management and maintenance experience, along with numerous relevant certifications and trainings. Noah has many ties to the Troy area, including graduating from Hudson Valley Community College. He supervises the maintenance and facilities teams at TRIP and is available to address any needs or concerns. Noah's contact information: noah@triponline.org cell phone: (518) 322-1768 fax: (518) 272-1950

Facilities/Contract Manager (Main Contact)– Ryan Hemendinger, hired in 2015, Ryan has over 16 years of property management and maintenance experience. He has been the Contract Manager for your organization since November of 2016. As such, Ryan knows all current and former properties your organization has well. Ryan can be reached by email, text message or phone: ryan@triponline.org cell phone: (518) 892-8368 fax: (518) 272-1950

Facilities Crew Lead – Wayne Sharp, hired in May of 2017, Wayne has over 11 years of property management and maintenance experience. He is a resident of Troy NY and has lived here for most of his life. He has been the Facilities Crew Lead for your organization since he was hired.



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Facilities Crew Member – James “Chick” Mayben, hired in June of 2020, Chick has over 28 years of property management and maintenance experience. He is a resident of Troy NY and has lived here for most of his life. He has been the Facilities Crew Member for your organization since he was hired.

Scope of Services & Fees

The following is an outline of the services to be provided to your organization for the next 12 months:

- Boarding of windows and doors
- Installation of venting
- Temporary patching of roof coverings
- Installation/removal/coordination of locks, key, and lockboxes
- Installation of security systems to signal buildings when unwelcome access occurs
- Temporary repairs, patching, shoring of subflooring and/or wall or other open areas
- Removal of interior furniture, equipment, debris, or other similar items
- Removal of exterior debris such as refuse, mattresses, etc.
- Removal of brush, trees, weeds, glass
- Temporary repairs to fences
- Occasionally meeting with individuals at properties to enable building access
- Mowing of grass
- Snow/ice removal along sidewalks and entry stairs
- Temporary diversion of building drainage
- Other actions and services required to comply with the City of Troy City code Chapter 176, the Property Maintenance Code of New York State, and all other local, state, or federal property maintenance related codes and/or regulations.

Our fee quote is based upon the estimated time we will spend on the services listed above, and the qualifications of the personnel that will be assigned to such services. Fees will be charged as follows:

Hourly Rate, billed in hour increments, based off actual hours billed to the Organization plus a 40% fringe per hour and 20% overhead charge per hour. Also, any direct materials and/or mileage costs will be billed at cost. Finally, employee rates will be the following:

COO – No charge

Contract Manager - \$27.48 per hour plus any annual increase to hourly compensation.
Facilities Crew Lead - \$16.00 per hour plus any annual increase to hourly compensation.

Facilities Crew - \$12.50 per hour plus any annual increase to hourly compensation.



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References

Per your request for proposal, below are the names and contact information for three independent organizations that we also provide these services for. Please let us know if you have any trouble reaching them, and we will help with the introduction as best we can:

John Kilcullen
Building Manager
Unity House of Troy
2431 Sixth Avenue
Troy NY, 12180
(518) 274-2607

Barb Nelson
Executive Director
School 10 & TAP
210 River Street
Troy NY, 12180
(518) 274-3050 ext19

Jennifer Sisson
Vice President
TESCO Properties, Inc
2171 Judicial Drive, Suite 200
Germantown, TN 38138
(901)-759-7269

We would consider it a distinct privilege to provide professional services as outlined in this letter or any additional services you may desire. Please contact us if there are any questions regarding this letter.

A copy of this letter is enclosed; if the terms of this proposal are satisfactory to you, please sign the copy and return it to me at your earliest convenience.

ACCEPTED:

TRIP Realty Management Corporation

Troy Community Land Bank

By: _____

Noah Baum
COO

By: _____

Anthony Tozzi
Executive Director

Date: _____

2/25/2021

Date: _____



REQUEST FOR PROPOSALS (RFP)

Property Management & Maintenance Services

Released: February 03, 2021

Submittal Deadline: March 01, 2021, 2:00 PM local time

I. INTRODUCTION

A. BACKGROUND

The Troy Community Land Bank's (TCLB) core purpose is to redevelop vacant, abandoned, and under-utilized properties through community partnerships and strategic planning. Our goal is to encourage economic growth, long-term sustainability, and new opportunities for all of Troy's residents and businesses so that we can build stronger neighborhoods and enjoy a greater quality of life.

Most of the properties owned by TCLB are located in Troy's North Central Neighborhood. The number of properties varies over time, as properties are acquired and sold. These properties typically consist of vacant residential buildings and vacant lots. The selected provider of services will be responsible to secure properties to prevent uninvited access, maintain lawns and sidewalks, coordinate building access protocols, conduct regular visual inspection of properties, ensure buildings comply with City and other maintenance regulations, attend to violations of these regulations quickly, complete work necessary to make temporary safety repairs, and quickly respond to all other maintenance needs.

B. CORRESPONDENCE

All questions pertaining to this RFP shall be submitted no later than February 25, 2021, 4:00 PM to:

Anthony Tozzi, Executive Director
director@troycommunitylandbank.org

Entities that may be interested to submit a proposal should indicate so by sending an email. In so doing, all questions received by all interested respondents, and all answers provided, will be identified to all such parties via blind email.

C. SUBMISSION OF PROPOSALS

Proposals must be submitted via email directed to: director@troycommunitylandbank.org. **PLEASE NOTE** that due to the COVID-19 pandemic, **no proposals will be accepted via mail delivery service or in-person.**

II. AWARD OF CONTRACT

The Troy Community Land Bank may invite qualified firms to discuss their proposal further or to respond to questions regarding the proposal prior to the award of the contract.

TROY COMMUNITY LAND BANK

200 Broadway, Suite 701 | Troy, NY 12180 | 518.328.0244 | www.troycommunitylandbank.org

A contract is projected to be awarded by the TCLB Board of Directors by March 17, 2021.

III. **PROPOSED ACTIVITIES**

A. Property Stabilization

Upon acquisition of vacant distressed properties, the TCLB must take steps to ensure that its properties are maintained in a safe, stable manner. The selected service provider will develop and execute scopes of work for immediate stabilization and clean-up of each property in consultation with the TCLB.

i. Property Management

The Initial contract period will be for 12 months. The contract may be renewed annually by the agreement of both parties.

The initial property inventory includes:

- 11 Winnie Avenue (a two-family building presently undergoing full renovation work)
- 54 Fifth Avenue (a two-family building presently undergoing full renovation work)
- 3229 Sixth Avenue (a two-family building presently undergoing substantial structural stabilization work)
- 7 Park Avenue (a two-family building scheduled for demolition)
- 791 River Street (a three story mixed use building presently being newly constructed)
- 3240 Sixth Avenue (vacant land)
- 9 Park Avenue (vacant land)
- 140 President Street (vacant land)
- 3154 Sixth Avenue (vacant land)
- 806 River Street (vacant land)
- 810 River Street (vacant land)
- 812 River Street (vacant land)
- 102 West Glen Avenue (vacant land)
- 879 River Street (vacant land)
- 881 River Street (vacant land)

The Property Management Plan will include:

- A regular inspection schedule including 'drive-by' daily viewing of properties and weekly 'walk-through' inspections.
- Proposed protocol for working with the TCLB to ensure that work undertaken aligns with the budgetary restrictions and the goals of the TCLB.
- Weekly meetings with the TCLB Executive Director to discuss actions completed and/or needed.

B. Services

The nature and conditions of the types of properties the TCLB typically owns varies. For example, vacant buildings can range from relatively safe and stable structures to buildings which should not be accessed prior to substantial structural stabilization by others, or vacant land properties where surface conditions can range from relatively clear and even surfaces with grass to surfaces that are sloped, uneven, or unkept. As such, the following is a general, but not comprehensive, description of the type of services required:

- i. Boarding of windows and doors
- ii. Installation of venting
- iii. Temporary patching of roof coverings
- iv. Installation/removal/coordination of locks, keys and lockboxes

TROY COMMUNITY LAND BANK

- v. Installation of security systems to signal buildings when unwelcome access occurs
- vi. Temporary repairs, patching, shoring of subflooring and/or walls or other open areas
- vii. Removal of interior furniture, equipment, debris, or other similar items
- viii. Removal of exterior debris such as refuse, mattresses, debris
- ix. Removal of brush, trees, weeds, glass
- x. Temporary repairs to fences
- xi. Occasionally meeting with individuals at properties to enable building access
- xii. Mowing of grass
- xiii. Snow/ice removal along sidewalks and entry stairs
- xiv. Temporary shoring of building framing
- xv. Temporary diversion of building drainage
- xvi. Other actions and services required to comply with the City of Troy City Code Chapter 176, the Property Maintenance Code of New York State, and all other local, state, or federal property maintenance related codes and/or regulations.

IV. **SUBMISSION REQUIREMENTS**

All respondents are required to provide the following information with their proposals and in the order that follows:

- A. Name of organization
- C. Physical location of the organization
- D. Legal composition of the organization and the date of initial operation
- E. Designated contact person, including name, mailing address, email address, office phone number (if applicable), mobile phone number (if applicable), fax number
- F. Identification of the number of people within the organization who would directly render services
- G. Description of the organization's experience delivering property management and maintenance services
- H. Description of the organization's understanding of the objectives and outcomes for the TCLB and how these will be achieved
- I. Listing of all key personnel that will be assigned to this project, including their relevant experience, roles, responsibilities, and availability
- J. Statement indicating what services will be delivered
- K. Three references from clients where similar services have been provided
- L. Costs and management fees associated with these requested services

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