

Resolution 23-22

Finger Lakes Regional Land Bank Corporation Board of Directors

Moved by

RESOLUTION TO ACCEPT LAND BANK INITIATIVE PHASE 2 AWARD FROM NEW YORK STATE HOMES AND COMMUNITY RENEWAL

WHEREAS, New York State Homes and Community Renewal (HCR) released a Request for Applications (RFA) on January 30th, 2023 for Phase 2 of the Land Bank Initiative (LBI); and

WHEREAS, the Finger Lakes Regional Land Bank Corporation responded to that RFA and received an award letter from HCR on April 20th, 2023 for \$332,640; and

WHEREAS, on May 22, 2023 the Finger Lakes Regional Land Bank Corporation received the "Land Bank Initiative Grant Agreement" ("Agreement") attached to this resolution as Attachment A; and

WHEREAS, eligible uses for Phase 2 LBI funding include acquisition, demolition, rehabilitation, stabilization, and pre-development; and

WHEREAS, this grant award has no match requirement; and now therefore it be

RESOLVED, by the Finger Lakes Regional Land Bank Corporation to accept the grant award from HCR's Land Bank Initiative in accordance with the terms of the Agreement in the amount of \$332,640 and that the Board of Directors authorizes and directs the CEO/President to sign the Agreement and all necessary paperwork now and in the future related to the grant acceptance, compliance and/or modification; and further

RESOLVED, that the authorized signatories listed under the FLRLBC's Internal Control Policy, namely the CEO/President, CFO/Treasurer, Chairman, and Vice Chairman, be designated as authorized to request disbursements from HCR as necessary under the Agreement; and

RESOLVED, that the Corporation Secretary, Amanda Forney, be designated as the certifying representative for the purposes of completing the Authorized Signature Form for Disbursement Requests provided by HCR and required for executing the agreement.

I, Amanda Forney, Secretary of the Finger Lakes Regional Land Bank Corporation, a corporation organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on April, 23rd, 2023, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS THEREOF, the undersigned has affixed their signature this ____ day of _____, 20____. The Corporation has no corporate seal.

x _____
 Amanda Forney
 Corporation Secretary

Resolution 23-22

Finger Lakes Regional Land Bank Corporation Board of Directors

Moved by

RESOLUTION TO ACCEPT LAND BANK INITIATIVE PHASE 2 AWARD FROM NEW YORK STATE HOMES AND COMMUNITY RENEWAL

	Yes	Nay	Abstain	Absent
Kyle Barnhart	[]	[]	[]	[]
Ernie Brownell	[]	[]	[]	[]
Jill Henry	[]	[]	[]	[]
Les Marquart	[]	[]	[]	[]
Don Northrup	[]	[]	[]	[]
Frank Sinicropi	[]	[]	[]	[]
David Wood	[]	[]	[]	[]

ATTACHMENT A

LAND BANK INITIATIVE
GRANT AGREEMENT

AGREEMENT is made effective as of the 1st day of June 2023, by and between the Housing Trust Fund Corporation ("**Corporation**"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law, with an office at 38-40 State Street, Hampton Plaza, Albany, New York 12207 and Finger Lakes Regional Land Bank Corporation ("**Recipient**"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York, having its principal place of business at Seneca County Office Building, 1 DiPronio Drive, Waterloo, New York 13165.

WITNESSETH:

WHEREAS, pursuant to Chapter 53 of the Laws of 2022, and subject to the availability of funding provided therein, the Land Bank Community Revitalization Program ("**Program**") will provide funding for services and expenses of certain New York State Land Banks ("**Land Banks**") associated with assisting urban, suburban, or rural communities with facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in an approved service area.

WHEREAS, the Corporation shall enter into contracts, subject to the availability of funding, with Land Banks organized pursuant to Article 16 of the New York State Not-for-Profit Corporation law for the purposes of administering the Program.

WHEREAS, the Corporation has selected the Recipient to receive an award of Land Bank Initiative funds to be used for eligible costs to complete the project activities ("**Project Costs**") in an aggregate amount not to exceed \$332,640 ("**Award**") for the Term and in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of the Program, this Agreement, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall a) complete the Program in accordance with its Application, which is incorporated herein by this reference, the approved Work Plan (attached Schedule A), as modified by the terms of this Agreement, or any subsequent amendment approved by the Corporation, and adhere to the Program Budget.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be eighteen (18) months, commencing on the Effective Date of the Agreement and ending on December 1, 2024 ("**Term**"), unless sooner terminated as provided for herein. The Term of this Agreement may be extended to cover any additional time period at the sole discretion of the Corporation.

3. Award Increases

The Corporation may, at its sole discretion, commit additional grant funds specifically for the continuance or expansion of project activities.

4. Project Costs

The Corporation agrees to provide funding to the Recipient for Project Costs, as outlined in Schedule A. Any

modification, amendment or rescission of Project Costs must be requested in writing and approved in writing by the Corporation. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing with respect to eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A.

5. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/land-bank-initiative>.

6. Environmental Review

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No construction or Program activities shall occur prior to receipt of this notice.

7. Equal Opportunity Requirements and Procedures.

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as Schedule B.

8. Wage and Hour Provisions.

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor'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 said 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, a contractor 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, the contractor 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 Corporation of any approved sums due and owing for completed work.

9. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records, and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to

reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying, and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such review may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: (a) the commencement of any investigation or audit of its activities by any governmental agency; or (b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or (c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Conflict of Interest.

The Recipient must have a formally adopted, written Conflict of Interest policy. At a minimum, the policy must outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits and participate in procurement opportunities while avoiding actual and perceived conflicts of interest.

14. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written contracts, billings, bank documents, and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term to establish that the Award has been used in accordance with the terms of this Agreement and the policies and procedures of the Corporation.

15. Disbursement.

- a) The Recipient shall request disbursement of funds under the Agreement only for eligible costs, pursuant to Schedule A. In-kind services are not eligible for reimbursement. The Corporation shall have no obligation to make disbursements for ineligible costs.
- b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension, or termination of the Recipient's funding under this Agreement. Each request for the release of funds shall:
 - State the amount requested to be disbursed;
 - Be certified by an officer of the Recipient; and
 - Constitute an affirmation that the representations and warranties contained in this agreement and remain true and correct on the date thereof.
- c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e., direct deposit, procedure. All disbursements paid to the Recipient shall be deposited in an account established by the Recipient in a bank authorized to do business in the State of New York and insured by the Federal Deposit Insurance Corporation. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of the agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the

obligations of the Corporation.

16. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- a) It is, as of the date hereof, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is duly authorized to enter into this Agreement and the transactions contemplated hereby.
- b) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or the Program.
- c) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- d) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- e) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the target area, identified in the Application, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- f) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- g) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- h) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

17. Covenants of the Recipient.

The Recipient covenants as follows:

- a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by a governmental authority.
- b) It will cause all terms and conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- c) It will, upon demand, correct any defect or departure from the Program, or departure from **Schedule A**, not approved in writing by the Corporation. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance, or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- d) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.
- e) It will cooperate with the Corporation to assure the satisfactory completion of the Program.
- f) It will promptly complete all forms and reports as may be required by the Corporation and/or the State of New York.

18. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient

shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of \$1,000,000 dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. The Recipient must maintain fidelity coverage in an amount not less than the largest anticipated disbursement to be made under the Program with the Corporation as loss payee.

All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

19. Contract Supervision.

The services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation which may periodically call meetings which Recipient shall attend.

20. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all the purposes of the Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

21. Default.

- a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may in its discretion exercise any of the remedies set forth herein or at law; provided, however, the Corporation may make any payments after the occurrence of an Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment.
- b) The following shall constitute an Event of Default hereunder:
 - i) If the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program rules, regulations, policies, procedures and guidelines established by the Corporation.
 - ii) If at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading; or
 - iii) If the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.
- c) Upon the occurrence of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one remedy shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity.
 - i) Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days prior written notice of its intent to terminate.
 - ii) Commence a legal or equitable action to enforce performance of this Agreement;
 - iii) Withhold or suspend payment of the Award; or
 - iv) Exercise any corrective or remedial action, including but not be limited to advising the Recipient to cease incurring costs for the Program, or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner, or for an unauthorized purpose in violation of this Agreement.

d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless otherwise consented to in writing by the Corporation, any unspent Award held by the Recipient shall be immediately returned to the Corporation and the Corporation shall have no further liability or obligation under this Agreement; provided, however, nothing contained herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award or use of the Award in violation of this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the portion of the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

22. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against all claims, actions, damages, losses, expenses and costs, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

23. Non-liability.

Nothing in this Agreement or arising out of the operation of the Program shall impose any liability on the Corporation, the State of New York or any of its agencies or subdivisions.

24. Duty of Care.

Recipient agrees to exercise the same degree of care to protect the interests of the Corporation as Recipient uses for the protection of its own investments of a similar type.

25. Subcontracts.

The recipients shall:

- a) Require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations.
- b) Adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations.
- c) Require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; and
- d) Remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake any portion of the Program.

26. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

27. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on it herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegate ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall insure to the benefit of the successors and permitted assigns of the parties

hereto.

28. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

29. Photo Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each participant or owner of an Assisted Property, which it will provide to the Corporation upon request.

30. Notice.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed effective as of the date it is personally delivered or sent by certified mail, return receipt requested. Such written communications shall be delivered or mailed to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party. Notice of such change of address shall be deemed to have been given the date it is received.

31. Miscellaneous.

- a) No action shall lie or be maintained against the State of New York, the Corporation or upon any claim based upon or arising out of this Agreement, or the work performed hereunder, or anything done in connection herewith, unless such action shall be commenced within six months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the extent permitted by law.
- c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agency designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- d) The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach hereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
- e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such sections.
- f) This Agreement, including the attached schedules, shall be governed by, construed, and enforced in accordance with the laws of the State of New York.
- g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- h) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.

31. Standard Clauses for Housing Trust Fund Corporation Contracts.

- a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 ("EO 16"), by signing this Agreement, the Recipient certifies and affirms that it
 - i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at:

https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

- b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law 165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- (c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

The following attachments are hereby incorporated into this Agreement and the parties shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Participation by Minority Group Members, Women and Service-Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President, Office of Community Renewal

Finger Lakes Regional Land Bank Corporation

By: _____
Name: Joseph McGrath
Title: CEO/President

Acknowledgment

State of New York)
)ss.:

County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A
Awarded Budget & Projected Accomplishments
Finger Lakes Regional Land Bank Corporation
Land Bank Initiative (LBI) Phase II

SHARS ID: 20230031

Award Budget

<u>Funding Source</u>	<u>Amount</u>
Land Bank Initiative Phase II	\$332,640
Other Sources	\$13,962

LBI Budget Detail

<u>Expenses</u>	<u>Amount Not to Exceed</u>
Pre-Development	\$45,000
Property Acquisition	\$37,000
Building Stabilization/Rehab	\$135,000
Demolition	\$112,000
Program Delivery	\$3,640

Proposed Accomplishments

8 properties, predevelopment and Phase I ESAs.
2 properties acquired.
1 property stabilized.
2 properties demolished.

Service Area

Seneca County

Schedule B

PARTICIPATION BY MINORITY GROUP MEMBERS, WOMEN AND SERVICE DISABLED VETERANS WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”), and New York State Executive Article 17-B and 9 NYCRR Section 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here: <https://ny.newnycontracts.com/> and certified SDVOBs found online, here: <https://ogs.ny.gov/veterans>
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development’s assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
 - 1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.
3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Recipient 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 Recipient's obligations herein.
 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.
4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.
- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

- A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver (Form PROC-3) documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts Utilization Plan determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such

liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/land-bank-initiative>